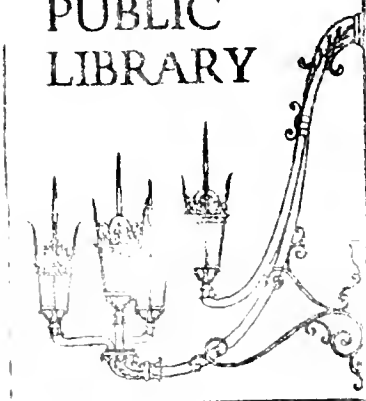




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SPECIFICATIONS FOR CONTRACT  
FOR  
STRUCTURAL AND FACADE REPAIR WORK  
378 COLUMBUS AVENUE  
SOUTH END PROJECT NO. MASS. R-56  
CITY OF BOSTON, MASSACHUSETTS

\_\_\_\_\_  
HON. RAYMOND L. FLYNN, MAYOR

\_\_\_\_\_  
BOSTON REDEVELOPMENT AUTHORITY  
CITY HALL  
BOSTON, MASSACHUSETTS

ROBERT L. FARRELL		CHAIRMAN
JOSEPH J. WALSH		VICE CHAIRMAN
JAMES K. FLAHERTY		TREASURER
CLARENCE J. JONES		ASSISTANT TREASURER
WILLIAM J. MCDERMOTT		MEMBER
STEPHEN F. COYLE	-	DIRECTOR
KANE SIMONIAN	-	EXECUTIVE DIRECTOR
WALLACE B. ORPIN, P.E.	-	DIRECTOR OF ENGINEERING
ROBERT B. MCGILVRAY	-	CHIEF OF REHABILITATION

NOVEMBER 1984



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NOVEMBER 1984



CONTRACT DOCUMENTS FOR  
STRUCTURAL AND FACADE REPAIR WORK  
378 COLUMBUS AVENUE

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## INVITATION FOR BIDS

The Boston Redevelopment Authority will receive sealed bids for Structural and Facade Repair Work, South End Urban Renewal Area, until 12:00 noon; Boston time, on November 30, 1984, at One City Hall Square, 9th Floor, Room 910, Boston, Massachusetts, Attention: Rehabilitation Department, at which time and place all bids will be publicly opened and read aloud.

Proposed forms of Contract Documents, and Technical Specifications are on file at the office of the Boston Redevelopment Authority, Room 910, 9th floor, One City Hall Square, Boston, Massachusetts.

Copies of the Contract Documents may be obtained at said offices, at no charge.

Bids shall be accompanied by a bid deposit in the form of a BID BOND or CASH, or a CERTIFIED CHECK, or a TREASURER'S CHECK issued by a responsible bank or trust company, payable to the Boston Redevelopment Authority. A Bid Bond shall be: (a) in a form satisfactory to the Awarding Authority; (b) with a surety company qualified to do business in the Commonwealth and satisfactory to the Awarding Authority; and (c) conditioned upon the faithful performance by the principle of the agreements contained in the sub-bid or general bid. Bid deposit shall be in the amount equal to at least five (5%) percent of the contract price.

A Performance Bond and also as Labor and Materials or Payment Bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Authority, and each in the sum of 100 percent of the contract price will be required of the successful bidder.

Attention is called to the Authority's requirements regarding Workmen's Compensation, non-discrimination, Affirmative Action with respect to minority, female, and resident employment, and minority business enterprise utilization.

The above requirements are included in the Bid Specifications. A Pre-Bid Conference to discuss them will be held with the Boston Redevelopment Authority's Acting Director of Contract Compliance, George Winston, on Wednesday, November 21, 1984, in Room 957 at 10:00 A.M.

The Authority reserves the right to reject any or all bids or to waive any informalities in bidding, if it be in the public interest to do so.

Bids may be held by the Boston Redevelopment Authority for a period not to exceed thirty (30) days from the date of the opening of the bids, for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding the contract

BOSTON REDEVELOPMENT AUTHORITY

BY: KANE SIMONIAN, SECRETARY



## INSTRUCTIONS TO BIDDERS

### 1.0 USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract forms. These are for the convenience of Bidders and are not to be detached from the Contract Documents or filled out, or executed. Separate copies of Bid forms are furnished for that purpose.

### 2.0 INTERPRETATIONS OR ADDENDA

No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Boston Redevelopment Authority, hereinafter called the "Authority". Any inquiry received seven or more days prior to the date fixed for the opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents and when issued will be on file in the Office of the Authority at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

### 3.0 INSPECTION OF SITE

Each Bidder should visit the sites of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should inform himself as to the facilities involved, the difficulties and the restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no wise be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument and the Authority will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

### 4.0 ALTERNATIVE BIDS

Alternative Bids will not be considered.

### 5.0 BIDS

5.1 All Bids must be submitted on forms supplied by the Authority and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

5.2 Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words \_\_\_\_\_ the project number, name of Bidder, and date and time of opening so as to guard against premature opening of any Bid.

5.3 The Authority may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

5.4 If the Contract is awarded, it will be awarded by the Authority to the lowest responsible and eligible bidder. The Contract will require the completion of work according to the Contract Documents and Drawings together with all addenda thereto.

## 6.0 BID GUARANTY

6.1 The Bid shall be accompanied by "CASH or a CERTIFIED CHECK" on or a "TREASURER'S" or "CASHIER'S CHECK" issued by a responsible bank or trust company, payable to the Boston Redevelopment Authority. The amount of such cash or check shall be at least five percent (5%) of the proposal for \_\_\_\_\_. The bid guaranty shall insure the execution of the Contract and the furnishing of the Surety Bonds by the successful Bidder, all as required by the Contract Documents.

6.2 Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

6.3 Bid deposits, except those of the three lowest responsible and eligible bidders, shall be returned within five days, Sundays and Holidays excluded, after the opening of proposals.

## 7.0 COLLUSIVE AGREEMENTS

7.1 Each Bidder submitting to the Authority a Bid for any portion of the work contemplated by the bidding documents shall execute an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any Bid submitted. Such affidavit shall be attached to the Bid.

7.2 Failure on the part of any Bidder to observe this provision shall be cause for rejection of his Bid.

7.3 Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103, SUBCONTRACTS UNDER GENERAL CONDITIONS, Part I.

## 8.0 STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit on the form furnished for that purpose a copy of which is included in the Contract Documents, a statement of the Bidder's Qualifications, his experience record in constructing the type of improvements embraced in \_\_\_\_\_ and his organization and equipment available for the work contemplated; and when specifically requested by the Authority, a detailed financial statement. The Authority shall have right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Authority all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Authority that the Bidder is qualified to carry out properly the terms of the Contract.

## 9.0 CORRECTIONS

Erasures or other changes in the Bid must be explained or noted over the signature of the Bidder.

## 10.0 TIME FOR RECEIVING BIDS

10.0 Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of other bids is completed and it is shown to the satisfaction of the Boston Redevelopment Authority that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

10.2 Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

## 11.0 OPENING OF BIDS

At the time and place fixed for opening of Bids, the Authority will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

## 12.0 WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and post-marked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

### 13.0 AWARD OF CONTRACT: REJECTION OF BIDS

- 13.1 The Contract will be awarded to the lowest responsible and eligible Bidder complying with the conditions of the Invitations for Bids, provided such Bidder possesses the skill, ability and integrity necessary to the faithful performance of the work and it is to the interest of the Authority to accept it and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. The Authority, however, reserves the right to reject any and all bids and waive any informality in bids received whenever such rejection or waiver is in its interest.
- 13.2 The Authority may reject all bids, which in its opinion, contains any abnormally high or abnormally low bids.
- 13.3 The Authority reserves the right to consider as unqualified to perform the Contract any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this Site Preparation Contract.
- 13.4 The ability of any Bidder to obtain a performance will not be regarded as the sole test of such Bidder's competency or responsibility.
- 13.5 The Authority will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable local or State laws.

### 14.0 EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

- 14.1 Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Authority an Agreement in the form included in the Contract Documents in such number of copies as the Authority may require.
- 14.2 Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified in the Paragraph 14.1 above, furnish a Performance Bond and also a Labor and Materials or Payment Bond, each in the sum of one hundred percent (100%) of the contract price, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such Bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to the date of the Contract. The current power of attorney for the person who signs for any surety company shall be attached to such Bonds. These Bonds shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

14.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within 10 days after the prescribed forms are presented for signature, or within such extended period as the Authority may grant, based upon reasons determined sufficient by the Authority, shall constitute a default, and the Authority may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed irrespective of whether the amount thus due exceeds the amount of the Bid bond. If a more favorable Bid is received by readvertising the defaulting Bidder shall have no claim against the Authority for a refund.

#### 15.0 WAGES AND SALARIES

15.1 Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II.

15.2 The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minima to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensations, health and welfare contributions, labor supply and prospective changes or adjustment of rates.

#### 16.0 EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

#### 17.0 REQUIREMENTS FOR FOREIGN CORPORATIONS

The Attention of all Bidders is called to the provisions of the General Laws, Chapter 30, Section 39L, as amended by Chapter 3 of the Acts of 1967, which provides that awarding authority may not enter into a contract for construction work and may not approve as a sub-contractor furnishing labor and materials for a part of any such work a foreign corporation which has not filed within the awarding authority a certificate of the State Secretary of the Commonwealth of Massachusetts stating that such corporation has complied with Section 3 and 5 of Chapter 131 and the date of such compliance. The term "foreign corporation" means a corporation not incorporated under the laws of the Commonwealth of Massachusetts.



BID FOR CONTRACT FOR STRUCTURAL AND FACADE REPAIR WORK

378 COLUMBUS AVENUE

SOUTH END URBAN RENEWAL AREA  
PROJECT NO. MASS. R-55

GENERAL CONTRACTOR

TO THE BOSTON REDEVELOPMENT AUTHORITY

- 1.0 The undersigned having familiarize \_\_\_\_\_ with the existing conditions on the Project Area affecting the cost of the work and with the Contract Documents (which include Invitation for Bids, Instruction to Bidders, the form of Bid, the form of the Bid Bond, form of Contract (or Agreement), form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Part I & II, Special Conditions, Technical Specifications, and form of Surety Bond or Bonds on file in the office of the Boston Redevelopment Authority, hereby proposes to furnish all supervision; technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation service required to construct and complete this Contract for Structural and Facade Repair Work, 380 Columbus Avenue, all in accordance with above-listed documents, and including all addenda thereto numbered \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_.
- 2.0 The undersigned agrees that he will, within ten (10) days after presentation thereof by the Authority, execute the Contract and furnish a Performance Bond and also a Labor and Materials or Payment Bond, each of a surety company listed in the latest issue of the U.S. Treasury Circular 570; and the penal sum shall be within the maximum specified for each such company in said Circular 570, each in the sum of one hundred percent (100%) of the contract price. The premiums for which are to be paid by the Contractor and are included in the Contract price.
- 3.0 The proposed Contract sum is \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Contractor shall make his own estimate of quantities and scope of work required. The Contractor shall submit a cost breakdown as specified in Section 107.2.
- 4.0 Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this Bid or any other Bid or the submitting of Bids for the contract for which this Bid is submitted. Also attached is a Statement of Bidder's Qualifications.
- 6.0 In submitting this Bid, the Bidder understands that the right is reserved by the Authority to reject any and all Bids.

7.0 The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

Date \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

Official Address

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners and if an individual, give residential address if different from business address.

CONTRACTOR CERTIFICATE OF UNDERSTANDING  
CONCERNING SECTION 3 FILING REQUIREMENT

PROJECT: \_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

I hereby certify that I have been made aware of and understand that I will be required to submit a Section 3 Affirmative Action Plan, pursuant to Section 3 of the Housing and Urban Development Act of 1968, with my bid proposal. I further understand that if this plan is not submitted with my bid proposal that the proposal will be rejected.

CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Assistance in preparing this plan  
will be available to all contractors  
at the Boston Redevelopment Authority,  
Contract Compliance Office, Room 917,  
City Hall, Boston, Massachusetts or call  
1-800-4000 - Ext. 1601.

## CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date \_\_\_\_\_, 19\_\_\_\_. \_\_\_\_\_  
(Name of Bidder)

Official Address (including ZIP code): By \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_

- 14 -

\_\_\_\_\_ , being first duly sworn deposes and says that:

(1) He is (owner, partner, officer, representative, or agent) of \_\_\_\_\_, herein referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the \_\_\_\_\_ Project in \_\_\_\_\_.

(City or County and State)

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the Authority or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 19

\_\_\_\_\_

My commission expires:

\_\_\_\_\_

## STATEMENT OF BIDDER QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

- 1.0 Name of Bidder.
- 2.0 Permanent main office address.
  - 2.a Treasury Number (Employer's Identification Number).
- 3.0 When organized.
- 4.0 If a corporation, where incorporated.
- 5.0 How many years have you been engaged in the contracting business under your present firm or trade name?
  - 5.a Names and home addresses of the principal officers and their Social Security Numbers.
- 6.0 Contracts on hand: (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion. Underline those which are similar in magnitude, type of work and complexity covered by this project). (Name and address of client and name of person supervising for client).
- 7.0 General Character of work performed by your company.
- 8.0 Have you ever failed to complete any work awarded to you? If so, where and why?
- 9.0 Have you ever defaulted on a contract? If so, where and why?
- 10.0 List the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed. Underline those which involve magnitude, type of work and complexity similar to this project.
- 11.0 List your major equipment available for this contract.
- 12.0 Experience in construction work similar in importance, in the type of work and complexity covered by this project.



- 13.0 Background and experience of the principal members of your organization including the officers.
- 14.0 Credit available: \$ \_\_\_\_\_
- 15.0 Give bank reference. (Include Address)
- 16.0 Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Boston Redevelopment Authority?
- 17.0 The Undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Boston Redevelopment Authority in verification of the recitals comprising this Statement of the Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

State of \_\_\_\_\_)

Title \_\_\_\_\_

County of \_\_\_\_\_)

\_\_\_\_\_ being duly sworn, deposes and says that he  
is \_\_\_\_\_ of \_\_\_\_\_

(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

AGREEMENT FOR CONTRACT FOR STRUCTURAL AND FACADE REPAIR WORK  
378 COLUMBUS AVENUE  
SOUTH END URBAN RENEWAL AREA

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ a partnership consisting of \_\_\_\_\_ an individual trading as \_\_\_\_\_ hereinafter called "Contractor" and the Boston Redevelopment Authority, hereinafter called "Authority".

WITNESSETH, that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

ARTICLE 1.0 - Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the Contract for Structural and Facade Repair Work, 378 Columbus Avenue, South End Project, in an efficient and workmanlike manner, to the degree of completeness required, in accordance with the Specifications in the \_\_\_\_\_ all in strict accordance with the Contract Documents for the Contract for Structural and Facade Repair Work, including all addenda thereto numbered \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ and \_\_\_\_\_.

ARTICLE 2.0 - The Contract Price. The Boston Redevelopment Authority will pay the Contractor for Performance of the Contract in current funds, subject to additions and deductions as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS, PART 1, THE SUM OF \_\_\_\_\_ dollars. (\$\_\_\_\_\_).

ARTICLE 3.0 - Contract Documents. The executed Contract Documents shall consist of the following component parts:

- 3.1 This Agreement
- 3.2 Addenda
- 3.3 Invitation for Bids
- 3.4 Instruction to Bidders
- 3.5 Signed Copy of Bid
- 3.6 General Conditions, Part 1 & II
- 3.7 Special Conditions
- 3.8 Technical Specifications

THIS AGREEMENT, together with other documents enumerated in this Article 3.0, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any proviso of any other component part, the provision of the component part first enumerated in this Article 3.0 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in THREE original copies on the day and year first above written.

Attest:

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

By \_\_\_\_\_

\_\_\_\_\_  
General Counsel

Title \_\_\_\_\_

Print or type the names under  
neath all Signatures)

Certification

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the corporation named as  
Contractor herein; that \_\_\_\_\_ who signed this  
Agreement on behalf of the Contractor, was then \_\_\_\_\_ of Said  
corporation; that said Agreement was duly signed for an in behalf of said  
corporation by authority of its governing body, and is within the scope of its  
corporate powers.

Corporate  
Seal

\_\_\_\_\_  
\_\_\_\_\_

BOSTON REDEVELOPMENT AUTHORITY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_

An individual, a partnership, a corporation organized under the laws of the  
\_\_\_\_\_ of \_\_\_\_\_

having a usual place of business at \_\_\_\_\_

as Principal, and \_\_\_\_\_

a corporation organized under the laws of the \_\_\_\_\_

of \_\_\_\_\_ which company is authorized to transact

the business of suretyship in the Commonwealth of Massachusetts and has a  
usual place of business in Boston, Massachusetts as Surety, are holden and  
stand firmly bound and obligated unto the Boston Redevelopment Authority,

as Obligee, in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the  
United States of America, for payment of which, well and truly to be made,  
we hereby, jointly and severally, bind ourselves and each of us our heirs,  
executors, administrators, successors and assigns by these presents.

WHEREAS, the said Principal has by means of a written proposal,  
accepted by the Boston Redevelopment Authority on the \_\_\_\_\_ day of  
\_\_\_\_\_ 19\_\_\_\_, entered into a contract with the said Obligee, a copy of  
which agreement is attached hereto and by reference made apart hereof;

NOW, THEREFORE, THE CONDITION of this obligation is such that if  
the said Principal shall well and truly keep and perform all the agreements,  
terms and conditions of said contract on his part to be kept and performed or  
furnished, this obligation shall be void; otherwise, it shall remain in full  
force and effect.

And the said Surety, for value received, hereby stipulates and agrees  
that no extension of time, or change in, alteration of, or addition to the  
terms of the contract or the specifications accompanying the same shall in any  
way affect its obligations on this bond, and it does hereby waive notice of  
any such extension of time, alteration of, or addition to the terms of the  
contract or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to  
this bond this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
Name of Surety  
(SEAL)

Power of Attorney for person signing for the Surety Company must be attached

CERTIFICATE AS TO CORPORATE PRINCIPAL

(PERFORMANCE BOND)

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the corporation named as  
Principal in the within Bond; that \_\_\_\_\_  
who signed the said Bond on behalf of the Principal was then \_\_\_\_\_  
\_\_\_\_\_ of said corporation; that I know his signature and his signature  
is genuine; and that said Bond was duly signed, sealed and attested for and  
in behalf of said corporation by authority of its governing body.

CORPORATE

\_\_\_\_\_, 19\_\_\_\_\_  
\_\_\_\_\_  
SEAL

BOSTON REDEVELOPMENT AUTHORITY

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
an individual, a partnership, a corporation organized under the laws of the  
\_\_\_\_\_ of \_\_\_\_\_  
having a usual place of business at \_\_\_\_\_  
as Principal, and \_\_\_\_\_ a  
corporation organized under the laws of the \_\_\_\_\_  
of \_\_\_\_\_ which company is authorized to transact the  
business of suretyship in the Commonwealth of Massachusetts and has a usual  
place of business in Boston, Massachusetts, as Surety, are holden and stand  
firmly bond and obligated unto the Boston Redevelopment Authority as Obligee,  
in the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) lawful money of the United States of America, for payment  
of which, well and truly to be made, we hereby, jointly and severally, bind  
ourselves and each of us our heirs, executors, administrators, successors and  
assigns by these presents.

WHEREAS, the said Principal has by means of a written proposal,  
accepted by the Boston Redevelopment Authority on the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, entered into a contract with the said Obligee, a copy  
of which agreement is attached hereto and by reference made a part hereof:

NOW, THEREFORE, THE CONDITION of this obligation is such that if  
the said Principal shall well and truly pay for all labor and materials used or  
employed in such work, and for all appliance and equipment employed in such  
work, this obligation shall be void; otherwise, it shall remain in full force  
and effect.

And the said surety, for value received hereby stipulates and agrees that no extension of time, or change in, alteration of, or addition to the terms of the contract or the specifications accompanying the same shall in any way affect its obligations on this bond and it does hereby waive notice of any such extension of time, alteration of or addition to the terms of the Contract or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to this bond this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
(SEAL)

Name of Principal

\_\_\_\_\_

By \_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
(SEAL)

Name of Surety

\_\_\_\_\_

By \_\_\_\_\_

(SEAL)

Power of Attorney for person signing for the Surety Company must be attached.



CERTIFICATE AS TO CORPORATE PRINCIPAL

(LABOR AND MATERIALS BOND)

I, \_\_\_\_\_ certify that I am the  
\_\_\_\_\_ of the corporation named as principal in  
the within Bond; that \_\_\_\_\_ who signed the said  
Bond on behalf of the Principal was then \_\_\_\_\_ of said  
corporation; that I know his signature and his signature hereto is genuine; and  
that said Bond was duly signed, sealed, and attested for an in behalf of said  
corporation by authority of its governing body.

\_\_\_\_\_  
CORPORATE  
SEAL

\_\_\_\_\_, 1984\_

## GENERAL SPECIFICATIONS

### GENERAL CONDITIONS

#### Part I

##### 101.0 DEFINITIONS

Wherever used in any of the Contract Documents, the following means shall be given to the terms herein defined:

101.0 The term "Contract" means the Contract executed by the Boston Redevelopment Authority and the Contractor, of which these GENERAL CONDITIONS PART I AND II form a part. The documents which comprise the Contract are set forth in the Agreement.

101.2 a) The term "Authority" means the Boston Redevelopment Authority which is authorized to undertake this Contract.

b) The term "Property Owner" means the owner of the property where the contract work will be performed.

101.3 The term "Contractor" means the person, firm or corporation entering into the Contract with the Authority to construct and install the improvements embraced in this Contract for structural facade and repair work, 378 Columbus Avenue, Boston, Massachusetts.

101.4 The term "Project Area" means the site of the Urban Redevelopment Project within which are the specified Contract Limits of the improvements contemplated to be constructed in whole or in part under this Contract.

101.5 The term "Engineer" means the inspector, technician, or engineer in charge, employed by said Authority for the purpose of inspecting and recommending to the Authority rejection or acceptance of the work embraced in this Contract for restoration work, the said engineer acting directly or indirectly through any Inspector having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties intrusted to him.

101.6 The term "Local Government" means the City of Boston, Massachusetts, within which the Project Area is situated.

101.7 The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, instructions to Bidders, Signed Copy of Bid, General Conditions, Parts I and II, Special Conditions, and Technical Specifications.

101.8 The term "Drawing" mean the drawings enumerated in the SCHEDULE OF DRAWINGS or as listed in the appropriate subsection.

101.9 The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

100.10 The term "Addendum" or "Addenda" means any change, revisions or clarifications of the Contract Documents which have been duly issued by the Authority to prospective Bidders prior to time of receiving bids.

101.11 The words "approval of the Authority" or "approved by the Authority", shall mean an approval by vote of the Authority.

101.12 The words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import, shall mean the direction, requirements, permission, order, designation, prescription etc., of the Authority's authorized representative and similarly the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable or satisfactory to the Authority's authorized representative, subject in each case to the final determination of the Authority, unless otherwise expressly stated.

#### 102.0 SUPERINTENDENCY BY CONTRACTOR

102.1 Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall have a competent superintendent, satisfactory to the Authority, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

102.2 The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

#### 103.0 SUBCONTRACTS

103.1 The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a non-collusive affidavit from the subcontractor in substantially the form shown on the following page and has received written approval of such subcontractor from the Authority.

103.2 No proposed subcontractor shall be disapproved by the Authority except for cause.

103.3 The Contractor shall be fully responsible to the Authority for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

103.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for Improvements embraced in the Site Preparation.

103.5 Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the Authority.

#### 104.0 OTHER CONTRACTS

The Authority may award, or may have awarded, other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Authority. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor as scheduled.

#### 105.0 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors or material men engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting their work to all surrounding work.

#### 106.0 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert

any claim against the Authority on account of any damage alleged to have been so sustained, the Authority will notify this Contractor, who shall define at his own expense any suit based upon such claim, and, if any judgement of claims against the Authority shall be allowed, the Contractor shall pay or satisfy such judgement or claim and pay all costs and expenses in connection therewith.

## 107.0 PROGRESS SCHEDULE

107.1 The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

107.2 Cost Breakdown: The Contractor shall submit to the Authority a breakdown of his estimated cost of all work, so arranged and itemized as to meet the approval of the Authority. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made up to Contractor for work performed under the Contract. After approval by the Authority, the prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

107.3 The values employed in making up the breakdown are for the purposes of making partial payments and shall not be taken as a basis for additions to or deductions from the Contract Price.

## 108.0 PAYMENTS TO CONTRACTOR

### 108.1 Partial Payments

108.1.1 The Contractor shall prepare his requisition for partial payments as of the last day of the month and submit it with the required number of copies, to the Authority for approval. The amount of the payment due to the Contractor shall be determined by the value of work completed to date and deducting (1) ten percent (10% of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based upon the estimated quantities of work completed to date on each item and the unit prices bid and adjusted in accordance with the value of work completed to date on approved change orders.

108.1.2 Monthly or partial payments made by the Authority to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Authority to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Authority in all details.

108.1.3 Within ten (10) days after the general contractor receives payment on account of a periodic estimate of the value of the work done, he shall pay to each subcontractor the sum contained therein for the value of said sub-

contractor's work, less any amount retained therefrom by the awarding authority under the terms of the general contract or in consequence of any legal proceedings or statutory liens, and less any amount due the general contractor under the subcontract. Not later than the sixty-fifth (65) day after each subcontractor fully completes his portion of the work in accordance with the plans and specifications, the entire balance due under the subcontract shall be due the subcontractor and shall be paid to the general contractor by the awarding authority for the amount of the subcontract and in partial payment of the amount due under the general contract; provided, however, that the awarding authority may withhold from such partial payment all amounts retained by the awarding authority pending its determination that said portion of the work is satisfactory or in consequences of any legal proceedings or statutory liens. The general contractor shall forthwith pay to the subcontractor the full amount received as aforesaid from the awarding authority for the account of such subcontractor less any amount due the general contractor under the subcontract; and the awarding authority may take such steps as it may deem necessary to arrange that such amounts are paid by the general contractor to the subcontractor forthwith. If, within ten (10) days after the aforementioned sixty-five (65th) day, the subcontractor has not received from the general contractor the entire balance due on the subcontract less the aforesaid amounts, the subcontractor shall give the awarding authority and the general contractor written notice of such failure to receive payment and of the amount so payable, but not paid, by the general contractor. There upon the awarding authority shall make, out of sums payable to the general contractor on the general contract, direct payment to the subcontractor of the entire balance due on the subcontract less the aforesaid amounts. Such direct payment by the awarding authority to any subcontractor and any payment to a general contractor for the account of a subcontractor as hereinbefore provided shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment. The awarding authority shall not include in any direct payment made to a subcontractor pursuant to this section any amount claimed from that subcontractor by the general contractor in a letter containing a breakdown of the claim and sent to the awarding authority within ten days after receipt by the general contractor of the copy of the request of the subcontractor to the awarding authority for direct payment.

Upon presentation by the Contractor of certified copies of paid invoices the Authority may include in the estimate, advance payments for acceptable reinforcing steel, structural steel, piles, pipe or other non-perishable materials purchased expressly for the work and delivered on the work and properly stored on the site, by which materials are not considered as erected or complete in place under the items of the Contract, and for which partial payment as specified in the foregoing paragraph would not be made until such materials were erected or complete in place. The amount to be included in the estimate will be determined by the Engineer but in no case shall it exceed 90% of the value of the materials as shown by the certified copies of paid invoices nor shall payment for material not incorporated in the work exceed 10% of the total contract value at any time during the contract period. Payment will not be approved when the invoice value of such materials as determined by the Engineer amounts to less than \$1,000.00.

Deductions at rate and in amounts which are equal to the payments will be made from estimates as the materials are incorporated on the work.

Payments for the materials, as aforesaid, shall not in itself constitute acceptance and any materials which do not conform to the specification shall be rejected. Further, any materials which becomes excess for any reason and are not incorporated in the work shall, if paid for, have their value deducted from any payment to the Contractor at the same rate they were paid originally.

## 108.2 Final Payment

108.2.1 After final inspection and acceptance by the Authority of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be the lump sum shown in the Agreement in the case of a lump sum contract price or shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement in the case of a unit price contract. The forgoing to be adjusted by approved Change Orders.

The total amount of the final payment due the Contractor under this contract shall be the amount as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Authority with a release in satisfactory form of all claims against the Authority arising under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS, PART I.

In consideration of the execution of this contract by the Authority the Contractor agrees that simultaneously with the acceptance of what the Authority tenders as the final payment by it under this contract, he will execute and deliver to the Authority an instrument under seal releasing and forever discharging the Authority of and from any and all claims, demands and liabilities whatsoever of every name and nature; both at law and in equity arising from, growing out of, or in any way connected with this contract, save only such claims, demands and liabilities as are expressly excepted in said instrument.

108.2.2 The Authority before making any payment including the final payment, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Authority deems the same necessary in order to protect its interest. The Authority, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no wise impair the obligations of any surety or sureties furnished under this Contract.

108.2.3 Withholding of any amount due the Authority under the section entitled "Liquidated Damages" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

## 108.3 Withholding Payments

The Authority may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Authority and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The

The total amount of the final payment due the Contractor under this contract shall be the amount as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Authority with a release in satisfactory form of all claims against the Authority arising under and by virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS, PART I.

In consideration of the execution of this contract by the Authority, the Contractor agrees that simultaneously with the acceptance of what the Authority tenders as the final payment by it under this contract, he will execute and deliver to the Authority an instrument under seal releasing and forever discharging the Authority of and from any and all claims, demands and liabilities whatsoever of every name and nature, both at law and in equity, arising from, growing out of, or in any way connected with this contract, save only such claims, demands and liabilities as are expressly excepted in said instrument.

108.2.2 The Authority, before making any payment including the final payment, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Authority deems the same necessary in order to protect its interest. The Authority, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no wise impair the obligations of any surety or sureties furnished under this Contract.

108.2.3 Withholding of any amount due the Authority under the section entitled "Liquidated Damages" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

### 108.3 Withholding Payments

The Authority may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Authority and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Authority and will not require the Authority to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Authority elects to do so. The failure or refusal of the Authority to withhold any moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bond or bonds furnished under the Contract.

### 108.4 Payments Subject to Submission of Certificate

Each payment to the Contractor by the Authority shall be made subject to the following:

108.4.1 Submission by the Contractor of all written certifications required of him and his subcontractors by the section entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS.



foregoing provisions shall be construed solely for the benefit of the Authority and will not require the Authority to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Authority elects to do so. The failure or refusal of the Authority to withhold any moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bond or bonds furnished under the Contract.

#### 108.4 Payments Subject to Submission of Certificates

Each payment to the Contractor by the Authority shall be made subject to the following:

108.4.1 Submission by the Contractor of all written certifications required of him and his subcontractors by the action entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS.

108.4.2 That no payment made under the Contract shall act as a waiver of the right of the Authority to require the fulfillment of all of the terms of the Contract.

#### 109.0 CHANGES IN THE WORK

109.1 The Authority may make changes in the scope of the work required to be performed by the Contractor under the Contract or by making addition thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

109.2 Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in issuance of a written order from the Authority authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

109.3 If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices). The Authority may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract as provided in Section 17.0 under Instructions to Bidders.

109.4 If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total contract price more than twenty-five percent (25%) the Authority shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

109.4.1 If the proposal is acceptable the Authority will prepare the change order in accordance therewith for acceptance by the Contractor and;

109.4.2 If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Authority may order the Contractor to proceed with the work on a cost-plus limited basis. A cost-plus limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net costs to cover overhead and profit, and total cost not to exceed a specified limit.

109.5 Each change order shall include in its final form:

109.5.1 A detailed description of the change in the work.

109.5.2 The Contractor's proposal (if any) or a conformed copy thereof.

109.5.3 A definite statement as to the resulting change in the contract price and/or time.

109.5.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

#### 110.0 CLAIMS FOR EXTRA COSTS

110.1 If the Contractor claims that any instructions by Drawings or other involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Authority stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

110.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by a certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

110.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings shall at once be reported to the Authority and work shall not proceed, except at the Contractors risk, until written instructions have been received by him from the Authority.

110.4 If, on the basis of the available evidence, the Authority determines that an adjustment of the Contract Price or time is justifiable, the procedure shall then be as provided for in Section 109 - CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.

## 110.0 TERMINATION: DELAYS, AND LIQUIDATED DAMAGES

111.1 Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Authority, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Authority may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Authority for any additional cost incurred by the Authority in its completion of the work and they shall also be liable to the Authority for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is terminated, the Authority may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefor.

111.2 Liquidated Damages for Delays. If the work is not completed within the time stipulated in Section 403.0 - TIME FOR COMPLETION AND SEQUENCE OF WORK under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Authority as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section 404.0 - LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Authority for the amount thereof.

111.3 Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

111.3.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.

111.3.2 To any acts of the Authority;

111.3.3 To causes not reasonably foreseeable by the parties to this Contract at the time and execution of the contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Authority, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes and other extreme weather conditions; and

111.3.4 To any delay of any subcontractor occasioned by any of the causes specified in sub-paragraphs 111.3.1, 111.3.2 111.3.3 of this paragraph 111.3.

Provided, however, that the Contractor promptly notified the Authority within ten (10) days in writing of the cause of the delay.

Upon receipt of such notification the Authority shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of the Contract, the delay is properly excusable, the Authority shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

#### 112.0 ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Authority; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Authority. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

#### 113.0 DISPUTES

##### 113.1 All disputes

113.1 All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute, be presented by the Contractor to the Authority for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scop. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Authority of notice thereof.

113.2 The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Authority will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.

113.3 If the Contractor does not agree with any decision of the Authority he shall in no case allow the dispute to delay the work but shall notify the Authority promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

113.4 The Authority's decision shall not be final and conclusive but the dispute shall be tried in court on its merits.

#### 114.0 TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of a conflict between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings to Technical Specifications, the matter shall be immediately submitted to the Authority, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

#### 115.0 SHOP DRAWINGS

115.1 All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Authority in 5 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The contractor may proceed, only at his own risk with manufacture or installation of any equipment or work covered by said shop drawings, etc., until they are approved and no claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in this respect.

115.2 Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

115.3 If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Authority not involving a change in contract price or time, the Authority may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Authority to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Authority under the Contract and surety bond or bonds."

## 116.0 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Authority for any additional information not already in his possession which should be furnished by the Authority under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time.

The Contractor shall, if requested, furnish promptly any assistance and information the Authority may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

## 117.0 MATERIALS AND WORKMANSHIP

117.1 Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Authority shall decide the question of equality.

117.2 The Contractor shall furnish to the Authority for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118.0 - SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS, PART I).

117.3 Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

117.4 Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

117.5 The Authority may require the Contractor to dismiss from the work such employee or employees as the Authority may deem incompetent, or careless, or subordinate.

## 118.0 SAMPLES, CERTIFICATES AND TESTS

118.1 The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Authority, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at

the Contractor's own risk, until the required samples or certificates have been approved in writing by the Authority. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Authority in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

118.2 Approval of any materials shall be general only and shall not constitute a waiver of the Authority's right to demand full compliance with Contract requirements. After actual deliveries, the Authority will have such check tests made as it deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Authority will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

118.3 Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

118.3.1 The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Authority;

118.3.2 The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;

118.3.3 The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and

118.3.4 The Authority will pay all other expenses.

## 119.0 PERMITS AND CODES

119.1 The Contractor shall give all notices required by and comply with all applicable laws, ordinances, codes, rules and regulations. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Authority. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Authority will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance

or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications the Contractor shall remove such work without cost to the Authority, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

119.1.1 The provisions of Section 429 of the State Building Code relative to the Restoration of Historic Buildings, ie., Partially Preserved Buildings shall be followed.

119.2 The Contractor shall at his own expense, secure and pay to the appropriate department of the Commonwealth of Massachusetts or the City of Boston, the fees or charges for all permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavements, cuts, building, electrical, plumbing, water, gas and sewer permit required by the regulatory body or any of its agencies.

The Contractor shall also ascertain from the Permit Division of City of Boston Public Works Department the cost of pavement opening permits which he must pay at his own expense to the City (which will not include any monies for permanent pavement repair) for pavement openings necessary under the contract. Said permit shall not relieve the contractor of any necessary temporary pavement patching required.

Without limiting the generality of the foregoing, the Contractor shall at his own expense, pay for the services of any concrete or other inspectors which the Contractor, under any applicable law, ordinance, rule, regulation, or code, may be required to employ or pay directly and for the cost of obtaining any bond or security which, under any applicable law, ordinance, rule, regulation or order the Contractor may be obliged to furnish as a condition to obtaining any such license or permit. It shall be the obligation of the Contractor to make all necessary applications and to take all steps for the securing of permits or licenses, to attend the office or offices of the issuing department or agency and to receive all necessary permits or licenses before commencing the applicable work.

119.3 The Contractor shall comply with applicable laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

## 120.0 CARE OF WORK

120.1 The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Authority.

120.2 The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays and Holidays from the time of award of contract until final completion and acceptance.

120.3 In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Authority is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Authority. Any compensation claim due the Contractor on account of such emergency work as determined by the Authority, will be processed as provided in the Section 109.0, CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.



120.4 The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities, (except those which are to be replaced or removed) adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

120.5 The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the Site, which may be in any way affected by excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Authority from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Authority may become liable in consequence of such injury or damage to adjoining property and to adjoining and adjacent structures and their premises.

## 121.0 ACCIDENT PREVENTION

121.1 The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Authority may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. The contractor shall also comply with the "Construction Safety and Health Regulations" of the Occupational Safety and Health Administration United States Department of Labor.

121.2 The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Authority with reports concerning these matters.

121.3 The Contractor shall indemnify and save harmless the Authority from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

## 122.0 SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and City of Boston. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations. The contractor agrees to comply with Section 107 of the Contract Work Hours Safety Act (40 U.S.C. 327.5). No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary,

hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission or intelligence.

#### 123.0 USE OF PREMISES

123.1 The Contractor shall confine his equipment, storage of materials and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be directed by the Authority, and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.

123.2 The Contractor shall comply with all reasonable instructions of the Authority and the ordinances and codes of the City of Boston and Commonwealth of Massachusetts, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades and fire prevention.

#### 124.0 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated materials and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights-of-way in a neat and clean condition. Trash burning on the site will not be permitted.

#### 125.0 INSPECTION

125.1 All materials and workmanship shall be subject to inspection, examination, or test by the Authority and/or its Inspector at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Authority shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Authority may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Authority.

125.2 The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118.0, SAMPLES, CERTIFICATES AND TESTS under the GENERAL CONDITIONS, PART I). All tests by the Authority will be performed in such manner as not to delay the work unnecessarily and shall be made as described in the Technical Specifications.

125.3 The Contractor shall notify the Authority sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Authority, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Authority.

Should it be considered necessary or advisable by the Authority at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material.

If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors he shall defray all the expense of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall in addition if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

125.4 Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departure from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material as a whole or in part will be made at the Project Site.

125.5 Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Authority or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### 126.0 REVIEW BY THE AUTHORITY

The Authority, its authorized representatives and agents, shall at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided however, that all instructions and approvals with respect to the work will be given to the Contractor only by the Authority through its authorized representative or agents.

#### 127.0 FINAL INSPECTION

127.1 When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Authority in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the Authority having charge of inspection and shall be given at least ten (10) days prior to the date stated for final inspection. If the Authority determines that the status of the Improvements is as represented it will make the arrangements necessary to have final inspection commenced on the date stated in such notice or as nearly thereafter as is practicable. The Inspection party will also include the DHUD Representative and representatives of each department of the City of Boston having charge of improvements of like character, when such improvements are later to be accepted by the City of Boston.

## 128.0 DEDUCTION FOR UNCORRECTED WORK

If the Authority deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Authority and subject to settlement, in case of dispute as herein provided.

## 129.0 INSURANCE

129.1 Before commencing work the Contractor shall submit copies of his Workmen's Compensation and Manufacturer's and Contractor's Public Liability Insurance policies to the Authority for review and approval. He shall similarly submit his subcontractor policies of similar insurance before each commences work. The policies submitted shall be scheduled on an approved form to be supplied by the Authority. The Authority will, in writing, identify the policies and indicate its approval or disapproval of the policies. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the Authority, and shall be kept in force until the Contractor's work is accepted by the Authority. Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the Authority shall be renewed and submitted to the Authority for its approval. Failure to maintain the insurance coverage required hereunder shall be a breach of this contract and the Authority shall have the right in addition to any other remedy to immediately replace any cancelled or expired policies at the Contractor's expense.

129.2 Workmen's Compensation Insurance: The Contractor shall carry or require that adequate statutory workman's Compensation Insurance be carried for all his employees and those of his subcontractors on the project in accordance with State Workmen's Compensation Laws, and shall, in addition, provide, where practicable, Employer's General Liability Insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance satisfactory to the Authority shall be given. Satisfactory certificates of said insurance shall be filed with the Authority prior to the preparation of the construction contracts. The Contractor will be charged with the responsibility for proper and adequate Workman's Compensation coverage for all his subsequent operations, and in the event the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies covering each and every subcontractor, shall be filed with the Authority prior to the commencement of such subcontract operations.

The Contractor shall give written or printed notice to all persons under contract of hire with him and to every person with whom he is about to enter into a contract of hire, that he has provided for payment to injured employees by insuring as provided under Chapter 152 of General Laws. The foregoing shall also apply to subcontractors. The form of notice to be posted is prescribed by the Department of Industrial Accidents of the Commonwealth of Massachusetts.

129.3 Contractor's Comprehensive Manufacturers' and Contractors' Liability and Property Damage Liability Insurance

1. The Contractor shall carry or require that there be carried Comprehensive General Liability Insurance providing for a limit of not less than \$500,000.00 for all damages arising out of bodily injuries to or death of one person, a total limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident to protect the Contractor and his subcontractors against claims for injury to or death of one, or more than one person, due to accidents which may occur or result from operations under the Contract. Such insurance shall cover the use of all equipment, hoists, motor vehicles on the site or hauling materials or debris from the site. The Contractor shall also carry Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than \$500,000.00 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property during the policy period.
2. Satisfactory certificates of said insurance shall be filed with the Authority prior to the preparation of the construction contracts. The Contractor will be charged with the responsibility for similar Public Liability protection for all his subcontract operations, and, in the event that the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies covering each and every subcontractor shall be filed with the Authority prior to the commencement of such subcontract operations.

129.4 Owner's Protective Liability Insurance and Property Damage:

The Contractor shall provide the Authority an insurance policy written in the name of the Authority, its employees, servants and agents, to protect them from any liability which might be incurred against them as a result of any operations of the Contractor or his subcontractors or their employees. Such insurance shall provide for a limit of not less than \$500,000.00 all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and not less than \$500,000.00 for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of not less than \$1,000,000 for all damages arising out of such injury or destruction of property during the policy period.

129.5 Comprehensive Automobile Liability and Property Damage Insurance:

The Contractor shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles or non-owned vehicles in the amount of not less than \$500,000.00 for all damages arising out of bodily injuries to or death of one person and subject to that limit for each

person, a total of not less than \$1,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident: and Property Damage coverage in the amount of not less than \$500,000.00 for all damages arising out of injury to or destruction of property.

#### 129.6 Insurance Covering Special Hazards:

Special hazards shall be covered by rider or riders to the Public Liability and Property Damage insurance policy or policies hereinabove required to be furnished by the Contractor or by separate policies of insurance as follows:

1. Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to excavation (including borrowing, filling or backfilling in connection therewith), cofferdam work or removal or rebuilding of any structural support thereof.
2. Property Damage Liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
3. Property Damage Liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.
4. The Contractor shall require similar insurance in such amounts to be taken out and maintained by subcontractors.

#### 129.7 Fire Insurance

1. During the progress of work the Contractor shall effect and maintain BUILDER'S RISK INSURANCE ON COMPLETED VALUE FORM against loss by fire, lightning, windstorm, hurricane, cyclone, tornado, hail, explosion, riot, riot attending a strike, aircraft, smoke and vehicle damage, vandalism and malicious mischief upon all work in place and all material stored at the building site, whether or not covered by partial payments made by the Authority. This insurance shall be in an amount equal to 100 percent of the insurable portion of the project and shall be for the benefit of the Authority, the Contractor and each subcontractor as their interest may respectively appear. The Contractor shall furnish the Authority with certified copies of the policy of said insurance immediately before preparation on the construction contracts.
2. Policies shall be executed with the construction contract; the policies shall be issued for the protection of the Contractor and the Authority and its agents.

3. The policy shall indicate the Authority and its agents, Contractor, and all Subcontractors as the name insured with the loss payable to the Authority as Trustee.

#### 130.0 PATENTS

The Contractor shall hold and save the Authority, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Authority, unless otherwise specifically stipulated in the Technical Specifications.

#### 131.0 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattal mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or seller. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Authority free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appearance thereon. Nothing contained in this paragraph, however, shall defect or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection of any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Authority. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

#### 132.0 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Authority or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damages to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work. The Authority will give notice of defective materials and work with reasonable promptness.

#### 133.0 CONTRACTOR TO MAKE OWN EXAMINATION

Plans, calculations, estimates of quantities, and any statements made in the Instructions to Bidders or otherwise as to the conditions under which the work is to be performed are not guaranteed by the Authority

to be correct or to be a complete representation of all existing data on conditions affecting the work, and the Contractor agrees that he has made his own examination and will make no claim for damages on account of any errors, inaccuracies or omissions that may be found.

The Contractor shall not take any advantage or have any claim for damages on account of any discrepancy, error or omission in any plans, calculations, estimates of quantities, or any statement made in the Instruction for Bidders or otherwise as to the conditions under which the work is to be performed, and he shall report such discrepancy, error or omission to the Authority in writing as soon as it comes to his knowledge, and before proceeding with work related to such discrepancy, error or omission. Any correction or modification of the Specifications may be made by the Authority when necessary, in their opinion, for the property fulfillment of their purpose or for their proper interpretation.

#### 134.0 CONFLICT OF INTEREST

The contractor agrees to comply with provisions of General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any officer, agent, or employee, or any other party, nor shall the contractor agree to job-related gifts, regarding this contract or any other matter in which the Authority has a direct and substantial interest. The contractor agrees to incorporate a provision prohibiting such interest in all subcontracts.

#### 135.0 ACCESS TO RECORDS

The Authority, the Department of Housing and Urban Development, the Comptroller General of the United States, or their duly authorized representatives, shall, for a period of three years after completion of this contract, or, for such longer period as may be duly authorized, have access to any books, documents, papers and records of the contractor, which are pertinent to any matter covered in this contract for the purpose of making audit, examination, excerpt, and transcriptions.

#### 136.0 COMPLIANCE WITH CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

136.1 The contractor stipulates that any facility to be utilized in the performance of this contract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

136.2 The Contractor agrees to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.

136.3 The Contractor stipulates that as a condition for the award of this contract prompt notice will be given of any notification received from the Director



Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violation Facilities.

136.4 The Contractor agrees that it will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and that it will take such action as the Government may direct as a means of enforcing such provisions.

#### 137.0 PROJECT SIGN (A SIGN IS NOT REQUIRED UNDER THIS CONTRACT)

137.1 The Contractor is required to erect a 4' x 8' sign which contains the following message: Construction \_\_\_\_\_ is part of the Boston Redevelopment Authority's program of public improvements for the \_\_\_\_\_ Urban Renewal Project. Also included on the sign is the name of the B.R.A. Director and the Mayor. The sign should be installed on a wooden frame with skids so that it can be relocated to the area where the construction activity is taking place and shall be displayed throughout the duration of the contract. The contractor should contract the project coordinator and/or the public information officer of the B.R.A. prior to fabrication and erection of the sign to consult on the working and design of the sign. The cost of the project sign is to be part of the overall contract cost overhead with no specific unit price provided.

#### 138.0 REGULATION FOR THE CONTROL OF NOISE

The contractors attention is direct to the Regulations for the Control of Noise in the City of Boston promulgated by the City of Boston Air Pollution Control Commission which governs noise limits of Vehicles, Machinery and Equipment.

SECTION 1. Chapter 30 of the General Laws is hereby amended by striking out Section 39G, as most recently amended by section 3 of chapter 774 of the acts of 1972 and inserting in place thereof the following section: -

Section 39G. Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Applies to all construction projects except buildings

Contractor initiates final payments procedure

Substantial completion in force when agency fails to respond

Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one percent retainage on that work, including the quantity, price and all but one percent retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic

payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material shippers or others.

Substantial completion estimate to be 63 days

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Interest to accrue 63 day period

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Work to be completed within 45 days of more

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and a retainer on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final

estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any periodic, substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment.

35 days to pay  
periodic esti

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one percent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

Definition of  
completion

SECTION 2. Section 39M of said chapter 30 is hereby amended by inserting after the first sentence the following two sentences: - Every bid for such contract shall be accompanied by a bid deposit in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. Such bid deposit shall be in an amount not less than five percent of the value of the proposed work, as estimated by the awarding authority, but in no event less than one hundred dollars.

Bid bonds to be  
in lieu of cash

SECTION 3. This act shall not be applicable to contracts executed prior to January first, nineteen hundred and seventy-six.

Statute applica-  
ble to contracts awarded  
after January 1, 1976

GENERAL CONDITIONSPART II(LABOR-STANDARDS PROVISIONS)

201.50

## 201.0 DEFINED TERMS

Except where the context clearly indicates otherwise, the following terms as used in these Labor-Standards Provisions, shall have the meanings ascribed to them in this Section. The term, "Subcontractor", means any Subcontractor whose subcontract covers any of the work covered by this Contract. The term, "subcontract", means any subcontract which calls for the performance of any of the work covered by this Contract.

## 202.0 MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by applicable regulations issued by the Commissioner of Labor and Industries, Massachusetts Department of Labor and Industries, pursuant to the Anti-Kickback Rules hereinafter identified), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Commissioner of Labor and Industries which is set forth below and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Boston Redevelopment Authority for the cashing of the same without cost or expense to the employee.

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Sec. 16 Payments by employers to health and welfare and pension plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Sec. 27 The aforesaid rates of wages in the schedule of wages shall include payments by employers to health and welfare and pension plans as provided in the previous section, and such payments shall be considered as payments to persons under this section performing work as herein provided. Any employer engaged in the construction of such works who does not make payments to a health and welfare and to a pension plan, where such payments are included in said rates of wages, shall pay the amount of said payments directly to each employee engaged in said construction.

#### 203.0 UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages or salaries by the contractor or by any Subcontractor to laborers, mechanics or technical employees employed by the Contractor or Subcontractor upon the work covered by this Contract, the Authority in addition to such other rights as may be afforded it under this Contract may withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Authority may consider necessary to pay such laborers, mechanics or technical employees the full amount of wages or salaries required by this Contract. The amount so withheld shall be disbursed by the Authority, for and on account of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers, mechanics or technical employees to whom the same is due.

#### 204.0 CONTRACTOR'S CERTIFICATES

Before each payment by the Authority to the Contractor under this Contract, the Contractor shall furnish the Authority with his certificate, in duplicate, substantially to the effect that the Contractor and each Subcontractor has complied with the wage and other Labor-Standards Provisions of this Contract which pertain to laborers and mechanics employed upon the work covered by this Contract or that there is an honest dispute with respect to such provisions. The form of the certificates to be used will be furnished by the Authority.

#### 205.0 NON-DISCRIMINATION

There shall be no discrimination by the Contractor or by any Subcontractor against any employee or applicant for employment on the work covered by this Contract because of race, color, religion, sex or national origin. "The Contractor will cause the foregoing provision to be inserted in all Subcontracts for any work covered by this Contract, provided that the foregoing provisions of this Paragraph 205.0 shall not apply to Contracts or Subcontracts for standard commercial supplies or raw materials. The Contractor will post, and will cause each Subcontractor thereunder whose Subcontract calls for any work covered by this Contract to post, in conspicuous places available to their respective employees and applicants for employment for work to which the non-discrimination provisions of this Paragraph apply, notices to be provided by the Authority relative to the applicable provisions of this Paragraph".

This provision shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 206.0 EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

## 207.0 REGULATIONS PURSUANT TO ANTI-KICKBACK RULES

The Contractor shall comply with the applicable regulations (a copy of which is attached) made pursuant to the Anti-Kickback Rules and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in Subcontracts to insure compliance therewith by all Subcontractors subject thereto, and shall be responsible for the submission of affidavits required of Subcontractors thereunder.

## 208.0 EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

In case it becomes necessary for the Contractor or any Subcontractor to employ upon the work covered by this Contract any class of laborers or mechanics not listed in the wage determination decision of the Commissioner of Labor and Industries, Massachusetts Department of Labor and Industries, hereinabove set forth, the Contractor shall immediately notify the Authority in writing to that effect, giving the pertinent details with respect to the matter, to the end that an appropriate wage determination decision by said Commissioner of Labor and Industries with respect to such laborers and mechanics may be promptly obtained and furnished by the Authority to the Contractor, and the Contractor and each Subcontractor employing such laborers and mechanics shall comply with such wage determination decision so furnished.

## 209.0 POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

"An applicable wage poster of the applicable wage determination decisions of the Commissioner of Labor and Industries, with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications shall be posted at appropriate conspicuous points at the site of the work."

## 210.0 COMPLAINTS, ETC., BY EMPLOYEES

No laborer, mechanic or technical employee to whom the wage, salary or other labor-standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any Subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

## 211.0 CLAIMS AND DISPUTES PERTAINING TO WAGE RATES FOR LABORERS AND MECHANICS

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported in writing by the Contractor to the Authority for referral by the latter to the Commissioner of Labor and Industries, whose decision shall be final with respect thereto.

## 212.0 PAYROLLS OF THE CONTRACTOR AND OF SUBCONTRACTOR

The Contractor and each Subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Authority. Each such payroll shall show, among other things, the total number of persons and of that number the total number Negro (or non-white) persons, on the payroll at skilled, semi-skilled and unskilled classifications employed by the Contractor or the Subcontractor (as the case may be) upon the work covered by his Contract, the amount of such payroll and total man-hours worked for each such indicated grouping. The Contractor shall submit weekly to the Authority two certified copies of all payrolls of the Contractor and of the Subcontractor. The certification with respect to each such payroll shall affirm that the payroll is correct and complete, that the wage rates contained therein for laborers and mechanics are not less than those applicable to such laborers and mechanics pursuant to this Contract, and that the classifications set forth for each laborer or mechanic conform with the work he performed. The payroll records of the Contractor and each Subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of three years thereafter. Such payroll records shall contain the name and address of each such employee, his correct classification, rate of pay, daily or weekly number of hours worked, deductions made and actual wages paid. The Contractor and each Subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by the Authorized representatives of the Authority and of the Massachusetts Department of Labor and Industries. The Authority and such representatives shall be permitted to interview employees of the Contractor or of any Subcontractor during working hours on the job.

## 213.0 SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the Site of the Project to which this Contract pertains by the employees of the Contractor or of any Subcontractor, and the manufacturing of furnishing or materials, articles, supplies or equipment on the Site of the Project to which this Contract pertains by persons employed by the Contractor or by any Subcontractor shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Labor-Standards Provisions of this Part II of GENERAL CONDITIONS are applicable.

## 214.0 INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Authority's prior written approval of the Subcontractor. The Authority will not approve any Subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Commissioner of Labor and Industries, to receive an award of such Subcontract.

## 215.0 INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

215.1 No Member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this Paragraph shall not be construed to extend to this Contract if made with a corporation for its general benefit.



215.2 No member of the governing body of the Authority who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, and no other officer or employee of the Authority who exercises any such functions or responsibilities, shall have any private interest, direct or indirect, in this Contract which is incompatible or in conflict with the discharge or fulfillment of his functions and responsibilities in connection with the carrying out of the Project to which this Contract pertains.

#### 216.0 PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each Subcontract covering any of the work covered by this Contract, provisions which are consistent with the Labor-Standard Provisions of this Part II of GENERAL CONDITIONS.

# Boston Redevelopment Authority

November 14, 1984

Mr. George W. Ripley, Commissioner  
Department of Labor and Industries  
Commonwealth of Massachusetts  
Leverett Saltonstall Building  
100 Cambridge Street  
Boston, MA 02202

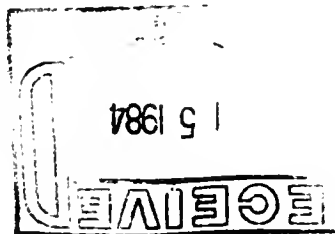
Dear Commissioner Ripley:

Please send me the current Classification and Minimum Wage Rates for construction work in the City of Boston.

The work will involve structural and facade restoration work at 378 Columbus Avenue in the South End Urban Renewal Area.

Thank you,

*Robert B. McGilvray*  
Robert B. McGilvray  
Chief of Rehabilitation  
Boston Redevelopment Authority





The Commonwealth of Massachusetts  
DEPARTMENT OF LABOR AND INDUSTRIES  
DIVISION OF INDUSTRIAL SAFETY

BOSTON\*

MINIMUM WAGE RATES  
Revised 09/05/84

11-15-84

as determined by the Commissioner under the provisions of the Massachusetts  
General Laws, Chapter 149, Sections 26 to 27D.

STRUCTURAL & FACADE RESTORATION

PROJECT LOCAL # \_\_\_\_\_  
AWARDING \_\_\_\_\_  
AUTHORITY B. R. A. \_\_\_\_\_

TOWN Boston  
LOCATION 378 COLUMBUS AVE

Classification	Date	Total Rate	Date	Total Rate	Date	Total Rate
Master Mechanic	11-01-83	23.05	05-01-84	23.60	11-01-84	24.15
Maint. Mechanic	11-01-83	21.52	05-01-84	21.77	11-01-84	22.27
Hoisting Engineer	11-01-83	21.34	05-01-84	21.89	11-01-84	23.39
Crane Oper.	11-01-83	21.34	05-01-84	21.89	11-01-84	23.39
Power Shovel Oper.	11-01-83	21.34	05-01-84	21.89	11-01-84	23.39
Grader Oper.	11-01-83	21.22	05-01-84	21.77	11-01-84	22.27
Bulldozer Oper.	11-01-83	21.22	05-01-84	21.77	11-01-84	22.27
Roller Oper.	11-01-83	21.22	05-01-84	21.77	11-01-84	22.27
Oth. Power Dr. Equ.	11-01-83	21.22	05-01-84	21.77	11-01-84	22.27
Compressor Oper.	11-01-83	18.39	05-01-84	18.83	11-01-84	19.27
Pumpman	11-01-83	18.39	05-01-84	18.83	11-01-84	19.27
<u>Asst. Engineers</u>						
-Steam-Fireman	11-01-83	19.76	05-01-84	20.23	11-01-84	20.70
-Tr. Crane-Gradall	11-01-83	17.49	05-01-84	17.91	11-01-84	18.33
-Other Equip.	11-01-83	16.66	05-01-84	17.06	11-01-84	17.46
Roofer-Comp.	06-01-83	19.86	12-01-83	20.68	05-01-84	21.86
Roofer-Slate	06-01-83	19.86	12-01-83	20.68	05-01-84	21.86
Damproofer	06-01-83	19.86	12-01-83	20.68	05-01-84	21.86
Elev. Constructor	10-12-83	22.215				
Elev. Const. Helper	10-12-83	16.425				
Glazier	10-29-83	20.71	10-17-84	22.06		
Sprinkler Fitter	09-16-83	24.05				
Asbestos Worker	09-01-83	21.81	09-01-84	22.81		
Sheet Metal Worker	09-01-83	23.82	03-01-84	25.22		
Ironworkers	01-01-84	21.90	07-01-84	22.40	01-01-85	22.90
Bricklayer	08-01-84	21.71	02-01-85	22.46		
Cement Mason	09-01-83	20.55	03-01-84	21.20	09-01-84	21.85
Waterproofer	09-01-83	20.55	03-01-84	21.20	09-01-84	21.85
Plasterer	07-01-84	21.88	01-01-85	22.61		
Carpenter	08-01-83	20.56	08-01-84	22.31		
Electrician	03-01-84	24.30	09-01-84	25.08	03-01-85	25.86
Plumber	09-01-84	24.48				
Pipefitter	09-01-84	24.65				
Painter	07-01-84	22.62	01-01-85	23.37	07-01-85	24.07
S/S Painter	07-01-84	23.62	01-01-85	23.37	07-01-85	25.07
Steel Painter	07-01-84	25.67	01-01-85	26.49	07-01-85	27.20
Repaint	07-01-84	19.89	01-01-85	21.55	07-01-85	22.23

The Commonwealth of Massachusetts  
DEPARTMENT OF LABOR AND INDUSTRIES  
DIVISION OF INDUSTRIAL SAFETY

MINIMUM WAGE RATES  
LABORERS-----FAST  
Revised 08/09/84

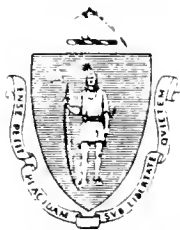
11-15-84

as determined by the Commissioner under the provisions of the Massachusetts  
General Laws, Chapter 149, Sections 26 to 27D

STRUCTURAL & FACADE RESTORATION

PROJECT LOCAL TOWN BOSTON  
AWARDING B. R. A. LOCATION 378 COLUMBUS AVE  
AUTHORITY

Classification	Date	Total Rate	Date	Total Rate	Date	Total Rate
LABORER	12-01-83	15.75	06-01-84	16.30	12-01-84	16.75
CARPENTER TENDER	12-01-83	15.75	06-01-84	16.30	12-01-84	16.75
CAISSON TENDER	12-01-83	15.75	06-01-84	16.30	12-01-84	16.75
ASPHALT RAKER	12-01-83	16.00	06-01-84	16.55	12-01-84	17.00
PIPELAYER	12-01-83	16.00	06-01-84	16.55	12-01-84	17.00
JACK HAMMER OPER.	12-01-83	16.00	06-01-84	16.55	12-01-84	17.00
MASON TENDER	12-01-83	16.00	06-01-84	16.55	12-01-84	17.00
PLASTER TENDER	12-01-83	16.00	06-01-84	16.55	12-01-84	17.00
STONE SPREADER	12-01-83	16.00	06-01-84	16.55	12-01-84	17.00
FENCE ERECTOR	12-01-83	16.00	06-01-84	16.55	12-01-84	17.00
PRE CAST FLOOR	12-01-83	16.25	06-01-84	16.80	12-01-84	17.25
AIR TRACK DRLR. OP.	12-01-83	16.50	06-01-84	17.05	12-01-84	17.50
CURB SETTER	12-01-83	16.50	06-01-84	17.05	12-01-84	17.50
ELASTER	12-01-83	16.75	06-01-84	17.30	12-01-84	17.75
MINERS	12-01-83	16.75	06-01-84	17.30	12-01-84	17.75
ASBESTOS REMOVA.	12-01-83	16.25	06-01-84	16.80	12-01-84	17.25
DECONTAMINATION						
WORK	12-01-83	16.25	06-01-84	16.80	12-01-84	17.25
TRUCK DRIVER	05-01-84	16.78	11-01-84	17.03	05-01-85	17.78
OPER. 3 AXLE EQUIP.	05-01-84	16.85	11-01-84	17.10	05-01-85	17.85
OPER. 4 & 5 AXLE	05-01-84	16.97	11-01-84	17.22	05-01-85	17.97
EUCLID OPERATOR	05-01-84	17.07	11-01-84	17.32	05-01-85	18.07
GRAVEL & FILL						
TRUCK DRIVER	05-01-84	15.22	11-01-84	15.47	05-01-85	16.22
OPER. 3 AXLE EQUIP.	05-01-84	15.29	11-01-84	15.54	05-01-85	16.29
OPER. 4 & 5 AXLE	05-01-84	15.41	11-01-84	15.65	05-01-85	16.41
SIGN ERECTOR	06-01-84	15.44	06-01-85	16.14	06-01-86	16.84
ASPH. DRVR.	08-09-84	15.34				
ASPH. 1 MAN SPRAY	08-09-84	13.20				
ASPH. HELPER	08-09-84	15.13				
DIVER	05-01-83	26.51				
TENDER	05-01-83	19.55				
PILE DRIVER	05-01-83	20.10	05-01-84	20.60	11-01-84	21.10
BOILER MAKER	10-01-83	21.50				
MILLWRIGHT	08-01-83	20.80	01-01-84	20.85	06-01-84	21.65
MARBLE SETTER	08-01-84	21.10				
TILE SETTER	08-01-84	21.10				
TERRAZZO SETTER	08-01-84	21.10				



OFFICE OF THE COMMISSIONER

George W. Ripley

*The Commonwealth of Massachusetts*  
*Executive Office of Labor*  
*Department of Labor and Industries*  
*Leverett Saltonstall Building, Government Center*  
*100 Cambridge Street, Boston, 02202*

RE: Statement of Compliance

Dear

In conjunction with the Commissioner issuing prevailing wage rates, as stated in Sections 27 and 27A Chapter 149, to a public body or public official; he will also issue a statement of compliance to be incorporated with each specification and contract. The statement of compliance is in Chapter 149 Section 27B, which states:

Each such contractor, subcontractor or public body shall furnish to the Commissioner of Labor and Industries within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body or by any authorized officer or employer of the contractor, subcontractor or public body who supervises the payment of wages.

Commissioner

A handwritten signature in cursive script that reads "George W. Ripley".

George W. Ripley



*The Commonwealth of Massachusetts*  
*Executive Office of Manpower Affairs*  
*Department of Labor and Industries*  
*Division of Industrial Safety*  
*Leverett Saltonstall Building, Government Center*  
*100 Cambridge Street, Boston, 02202*

STATEMENT OF COMPLIANCE

..... 19 .....

I, .....  
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by.....  
.....on the .....  
(Contractor, subcontractor of public body) (Building or Project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of Sections twenty-seven (27) and twenty-seven A (27A) of Chapter one hundred and forty-nine (149) of the General Laws.

Signature .....

Title.....

(Signed under penalties of perjury as provided for under Section 27B of Chapter 149, General Laws.)

Name and address SS# of Employee	Occupational Class.	Hourly Rate	H&W * Per Hr.	Pen.** Fund Per Hr.	Suppl. Unempl. Per Hr.	Total Rate Per Hr.	Hours Worked Daily					Total Hours	Total Wages Incl. H & Pen. & Suppl Unemploy.
							S	M	T	W	T	F	S

Health and Welfare Fund Payments and supplementary unemployment benefits  
Pension Fund Payments

\_\_\_\_\_, do hereby state, that this copy of my record is a true and accurate record  
(Name of Signatory Party) (Title)  
owing the name, address, occupational classification of each such employee on said works, and the hours worked by, and the  
ges paid to, each such employee, including payments to health and welfare funds and pension funds, supplementary  
employment benefit plans, or the equivalent payment in wages.  
igned under penalties of perjury as provided for under Section 27B  
Chapter 1/9

SIGNATURE

**DEPARTMENT OF LABOR AND INDUSTRIES**  
**DIVISION OF INDUSTRIAL SAFETY**

Minimum Wage Rates for Apprentices employed on Public Works. Determined as a percentage of the Pre-determined Hourly Wage Rate established by the COMMISSIONER under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 through 27-D inclusive, as amended.

All apprentices shall be registered with the Division of Apprentice Training in accordance with Mass. G.L., Chapter 23, Section 11-H.

CLASSIFICATIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Asbestos Worker	50	50	60	60	70	70	80	80
Boilermaker	70	72.5	75	77.5	80	85	90	95
Bricklayer/Plasterer	40/50	60	70	80	90	95		
Carpenter	50	55	60	65	70	75	80	85
Electrician	35	43	47	51	58	65	70	75
Glazier	40	45	50	55	60	70	80	90
Iron Worker	60	70	75	80	85	90		
Lineman	60	65	70	75	80	85	90	
Painter	50	55	60	70	80	90		
Plumber/Pipefitter	30	30	45	45	55	55	70	70
Roofer	50	55	65	70	80	85		
Sheet Metal Worker	45	50	55	65	75	80	90	95
Sprinkler Fitter	40	45	50	60	65	70	80	85



Decisions: MA84-3010

Effective Date: 4/6/84

Mod. 1

6/21/84

Revised; June 25, 1984

## SUFFOLK COUNTY WAGE RATE SCALE

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS PAYMENT (H&W and PENSION)
. <u>ASBESTOS WORKERS</u>	18.06	3.82
. <u>BOILER MAKERS</u>	18.16	3.44
. <u>BRICKLAYERS; STONE MASONS; POINTERS; CAULKERS; AND CLEANERS:</u>	17.76	3.47
. <u>RESIDENTIAL AND VENEER PLASTERING</u>	11.56	2.57
. <u>CARPENTERS</u>	17.11	3.67
. <u>CEMENT MASONS</u>	18.60	2.85
. <u>ELECTRICIANS</u>	19.20	5.01
. <u>ELEVATOR CONSTRUCTORS</u>	19.31	3.00+a+b
(Helper)	13.52	3.00+a+b
(Probationary Helper)	9.65	---
. <u>GLAZIERS</u>	17.30	3.45
. <u>IRON WORKER</u>	17.75	4.25
. <u>LABORERS (Building)</u>		
Class I	13.75	
Class II	14.00	
Class III	14.50	2.80
Class IV	14.75	
Class V	15.00	

DEFINITIONS:

Class I: Laborers, Carpenter Tenders.

Class II: Jackhammer Op., Pavement Breakers, Asphalt Rakers, Carbide Core Drill Machine, Chain saw Op., Pipelayer, Barco Type Jumping Tampers, Laser Beam Concrete Pump, Mason Tenders, Motorized Mixers, Ride-on Motorized Buggy, Fence and Beam Erectors.

Class III: Air Tract, Block Pavers, Rammers Curb Setter.

Class IV: Blasters, Powdermen.

Class V: Pre-Cast Floor and Roof Plan Erectors.

Revised; June 25 , 1984

SUFFOLK COUNTY WAGE RATE SCALE

	BASIC HOURLY RATE	FRINGE BENEFITS PAYM (H&W and PENSION)
<u>. LABORERS (Heavy &amp; Highway)</u>		
Class I	13.20	2.80
Class II	13.45	2.80
Class III	13.95	2.80
Class IV	14.20	2.80

## DEFINITIONS

Class I: Carpenter Tenders, Cement Finisher Tenders, Laborers.

Class II: Asphalt Rakers, Fence and Guard Rail Erector, Laser Beam Op., Mas  
Tenders, Pipelayer, Pneumatic Drill Op., Pneumatic Tool Op., Wagon Drill Op.

Class III: Air Track Op., Block Ravers Rammer, Curb Setters.

. LABORERS (Tunnels, Caisson and Cylinder Work in Compressed Air:)

Class V-A	19.43	2.80
Class V-B	20.93	2.80
Class V-C	20.10	2.80
Class V-D	21.17	2.80
Class V-E	21.67	2.80

## DEFINITIONS

Class V-A: Powder watchmen, top men on iron bolt, change house attendant.

Class V-B: Brakeman, trackman, groutman, laborer, outside lock tender, lock t  
gauge tenders.

Class V-C: Motormen.

Class V-D: Blasterer.

Class V-E: Mucking machine operator.

. LABORERS (Free Air Operation Shield driven and liner plate in free air:)

Class VI-A	15.05	2.80
Class VI-B	14.20	2.80
Class VI-C	14.20	2.80
Class VI-D	14.53	2.80
Class VI-E	13.95	2.80
Class VI-F	14.10	2.80
Class VI-G	14.20	2.80
Class VI-H	15.05	2.30

Revised; June 25, 1984

SUFFOLK COUNTY WAGE RATE SCALEBASIC  
HOURLY  
RATEFRINGE BENEFITS PAYMENT  
(H&W and PENSION)

## DEFINITIONS

Class VI-A: Miners, miner welder, conveyor operator, motormen, mucking machine operator, nozzlemen, grout men, shaft and tunnel steel and rodmen, shield and erector, arm operators.

Class VI-B: Brakemen, trackmen. Cleaning concrete and caulking tunnel (both new and existing);

Class VI-C: Concrete workers, strippers and form movers (wood & steel).

Class VI-D: Rock shaft, concrete lining of same and tunnel in free air:

Class VI-E: Change house attendants.

Class VI-F: Laborers, topside.

Class VI-G: Brakeman, trackman, tunnel laborers, shaft laborers.

Class VI-H: Miner, cage tender, bellman.

. LABORERS (OPEN AIR CAISSONS, UNDERPINNING AND TEST BORING INDUSTRIES):Open Air Caisson, underpinning work and Boring Crew:Boring Crew:

Class I-A	-	13.75	2.80
Class I-B	-	14.50	2.80

Test Boring:

Class II-A		13.75	2.80
Class II-B		14.62	2.80

. LABORERS (OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW)Boring Crew:

Class I-A: Laborers, topman

Class I-B: Bottom man.

Test Boring

Class II-A: Laborer.

Class II-B: Driller.

. BORERS (OPEN AIR CAISSONS, UNDERPINNING AND TEST BORING INDUSTRIES)

Includes installation and performance of caissons of all types, underpinning, soil test borings, core borings, diamond drill soundings, wash borings, auger boring, shot drilling, grouting (cement, chemical, etc.), installation of earth and rock anchors, tieback, ground water observation wells and monitoring wells, installation of instrumentation, drilling and installation of horizontal drains, lagging (carrying bands and settling bands in place), installation and extraction of grout pipes, pile work, hand excavation and labor required in pile driving and related work, welding caissons of all types, cutting-off concrete piles and clean-up:

Decisions: MA84-3010

Effective Date: 4/6/84

Revised; June 25, 1984

SUFFOLK COUNTY WAGE RATE SCALE

	BASIC HOURLY RATE	FRINGE BENEFITS PAYM (H&W and PENSION)
. <u>LATHERS</u>	11.90	1.58
. <u>LINE CONSTRUCTORS</u>		
Lineman	17.50	2.87
Driver Groundman	14.00	2.87
Groundman	9.63	1.53
Equipment Operator & Cablemen	14.88	1.53
. <u>MARBLE, TILE &amp; TERRAZO WORKER</u>	17.15	3.45
. <u>MARBLE &amp; TILE FINISHERS</u>	15.04	2.85
. <u>TERRAZO FINISHER</u>	17.85	2.85
. <u>MILLWRIGHTS</u>	17.10	4.85
. <u>PAINTERS</u>		
New constructions:		
Brush/Taper	17.45	4.77
Spray/Sandblaster	18.45	4.77
Steel	20.50	4.77
Repaint:		
Brush/Taper	15.72	4.77
Spray/Sandblaster	16.72	4.77
Steel	20.50	4.77
Sign Painters	13.00	4.77
. <u>PILE DRIVEMEN</u>	17.40	3.20
. <u>PLASTERERS</u>	17.35	4.05
Plaster Tenders	14.00	2.49

Revised; June 25, 1984

SUFFOLK COUNTY WAGE RATE SCALE

	BASIC HOURLY RATE BASIC	FRINGE BENEFITS PAYMENT (H&W and PENSION)
. <u>PLUMBERS, STEAMFITTERS:</u>	18.48	4.60
Repairing & Replacing:	17.50	4.60
. <u>PIPEFITTERS</u>	18.95	4.50
. <u>POWER EQUIPMENT</u>		
. <u>OPERATORS</u> (BUILDING, HEAVY & HIGHWAY, & MARINE CONSTRUCTION)		
Class I	18.41	3.68+e
boom lengths, including jib:		
Over 150 ft.:	19.05	3.68+e
Over 185 ft.:	19.55	3.68+e
Over 210 ft.:	20.00	3.68+e
Over 250 ft.:	20.82	3.68+e
Over 295 ft.:	21.76	3.68+e
Class II	18.29	3.68+e
Class III	15.35	3.68+e
Class IV	16.75	3.68+e
Class V	13.58	3.68+e
Class VI	14.43	3.68+e

. POWER EQUIPMENT OPERATORS, BUILDING CONSTRUCTION: CLASS DEFINITIONS

CLASS I: Cranes, shovels, truck cranes, cherry pickers, dragline, trench hoes, back three drum machines, derricks, pile drivers, elevator to hoists, gradalls, shovel dozers, front end loaders, fork lifts, augers, boring machines, rotary drill post hole hammers, post hole diggers, pumpcrete machines, asphalt plant (on site), concrete batching and/or mixing plant (on site), crusher plant (on site), paving concrete mixers, timber jacks.

CLASS II: Sonic or vibratory hammers, graders, tandem scrapers, concrete pumps, bulldozers, tractors, yard rakes, mulching machines, portable steam boiler, portable generators, rollers, spreaders, tampers (self propelled or tractor drawn), asphalt pavers, mechanic maintenance, paving screed machines, stationary steam boilers, and concrete finishing machines, cement trucks, (when operated by the employer on the job).

CLASS III: Pumps (1-3 grouped), compressors, welding machines (1-3 grouped), generators, concrete vibrators, lighting plants, heaters (power driven 1-5), well-point systems (operations and installing), syphons-pumps, concrete valves controlling permanent plant air or steam, conveyors, Jackson type tampers, single diaphragm pump, lighting plants.

Revised; June 25, 1984

CLASS IV: Assistant engineers (firemen).

CLASS V: Assistant engineers (other than truck cranes and gradalls).

CLASS VI: Assistant engineers (on truck cranes and gradalls).

. POWER EQUIPMENT OPERATORS (HEAVY & HIGHWAY CONSTRUCTION):

CLASS I: Power shovels, cranes, truck cranes, derricks, pile drivers, trenching machines, mechanical hoist pavement breakers, cement concrete pavers, draglines engines, three drum machines, pumpcrete machines, uke loaders, shovel dozers, front loaders, mucking machines, shaft hoists, steam engines, backhoe, gradalls, cable fork lifts, cherry pickers, boring machines, rotary drills, posthole hammers, pipe diggers, asphalt plant on job site, concrete batching and/or mixing plant on job site, crusher plant on job site, paving concrete mixers, timber jacks.

CLASS II: Sonic or vibratory hammers, graders; scrapers; tandem scrapers, bulldozers, tractors, mechanic maintenance, york rakes, mulching machines, paving screed machines, stationary steam boilers, paving concrete finishing machines, grout pumps, portable steam boilers, portable steam generators, rollers, spreaders, asphalt pavers, locomotive machines used in place thereof, tampers, self propelled or tractor drawn, cable trucks, ballast regulators, rail anchor machines, switch tampers.

CLASS III: Pump (1-3 grouped), compressors; welding machine (1-3 grouped), generator lighting plants, heaters (power driven) (1-5), syphons-pulsometers, concrete mixers, valves controlling permanent plant air steam, conveyors, wellpoint system (operating and installing).

CLASS IV: Assistant engineers (firemen).

CLASS V: Assistant engineers (other than truck cranes and gradalls).

CLASS VI: Assistant engineers (on truck cranes and gradalls).

. POWER EQUIPMENT OPERATOR (MARINE CONSTRUCTION):

CLASS I: Shovels, cranes, truck cranes, cherry pickers, derricks, pile drivers, more drum machines, lighterns, derrick boats, trenching, mechanic, hoists pavement breakers, cement concrete pavers, draglines, hoisting engines, pumpcrete machine elevating graders, shovels, dozers, frontend loaders, backhoe, gradalls, cable winches, boring machines, rotary drills, post hole hammer, post hole diggers, fork lifts, jacks, asphalt plant (on site), concrete batching and/or mixing plant (on site), plant, (on site), paving concrete mixers.

CLASS II: Portable steam boilers, portable steam generators, sonic or vibratory graders, scrapers, tandem scrapers, concrete pumps, bulldozers, tractors, york rakes, mulching machines, rollers, spreader, tamper self-propelled or tractor drawn, asphalt pavers, concrete mixers with side loaders mechanic-maintenance, cable truck, ballast regulator, switch tampers, rail anchor machines, tire trucks.

CLASS III: Pumps, compressors, welding machines, heaters (power driven), valves controlling permanent plant air or steam, well point systems, augers-powered by independence engines & attached to pile drivers, hydraulic saws, generators, lighting plants, syphons-pulsometers, concrete mixers, conveyors.

CLASS IV: Assistant engineers (firemen).

CLASS V: Assistant engineers (other than truck cranes and gradalls).

CLASS VI: Assistant engineers (on truck cranes and gradalls).

Revised; June 25, 1984

SUFFOLK COUNTY WAGE RATE SCALE

	BASIC HOURLY RATE	FRINGE BENEFITS PAYMENT (H&W and PENSION)
<u>. ROOFERS</u>		
Journeyman	17.26	4.75
Pitchwork	18.26	4.75
Slaters	17.51	4.75
<u>. SHEETMETAL WORKERS</u>		
Residential	20.10 14.07	5.29 3.79
<u>. SPRINKLER FITTERS</u>		
	18.30	2.41
<u>. TILE &amp; MARBLE FINISHERS:</u>		
	15.04	2.85
<u>. TERRAZZO FINISHERS:</u>		
	17.85	1.50
<u>. TRUCK DRIVERS (Building, Heavy &amp; Highway Construction)</u>		
CLASS I 12.86		3.00+d+e
CLASS II 13.03	- -	3.00+d+e
CLASS III -	13.10	3.00+d+e
CLASS IV 13.22		3.00+d+e
CLASS V 13.32		3.00+d+e
CLASS VI 13.61		3.00+d+e
CLASS VII	13.90	3.00+d+e
<u>CLASS I:</u> Station wagons, panel truck and pick up trucks.		
<u>CLASS II:</u> Two axle equipment; helpers on low bed when assigned at the discretion of the employer, warehousemen,, forklift operators.		
<u>CLASS III:</u> Three axle equipment and tiremen.		
<u>CLASS IV:</u> Four and five axle equipment.		
<u>CLASS V:</u> Specialized earth moving equipment under 35 tons other than conventional trucks, low bed, vachual, mechanics, paving restoration equipment, mechanics.		
<u>CLASS VI:</u> Specialized earth moving equipment over 35 tons.		
<u>CLASS VII:</u> Trailer for earth moving equipment (double hookup).		
<u>. WELDERS</u> - Receive rate prescribed for craft to which welding is incidental.		

Unlisted classification needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

## PAID HOLIDAYS

PAID HOLIDAYS: A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day  
E-Thanksgiving Day; F-Christmas Day.

- a) Paid Holidays: A through F and the day after Thanksgiving Day.
- b) Employer contributes 8% of basic hourly rate for 5 years or more of service  
basic hourly rate for 6 months to 5 years of service as vacation pay credit
- c) Paid Holidays: A through F and Bunker Hill Day, provide the employee has been  
employed 5 working days prior to any one of the listed holidays.
- d) Paid holidays: A through F, Washington's Birthday, Patriots Day, Columbus  
Veterans Day.
- e) Paid Vacation: 4 months to 1 year-1/2 day's pay per month; 1-5 years-1 week  
years 2 weeks; 10 years or more-3 weeks. Employee must have receive pay for  
during last year of employment.



ATTACHMENT TO  
PART II  
OF GENERAL CONDITIONS

301.0 ANTI-KICKBACK RULES.

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed under this Contract or any Subcontract thereunder to give up any part of the compensation to which he is entitled under his Contract of employment shall be prosecuted to the full extent of the law. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less than once a month and all laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week. All salaries and pay shall be without deduction or rebate on any account except only such payroll deduction as is mandatory by law or permitted by the applicable regulations (Chapter 149, Chapter 151, Chapter 151A, Chapter 151B, and Chapter 121, Section QQ and Section T of the General Laws of Massachusetts as amended). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all Subcontracts covering work under this Contract to insure compliance by Subcontractors with such regulations, and shall be responsible for submission of affidavits required of Subcontractors thereunder except as may specifically provide for variations of or exemptions from the requirements thereof.

302.0 WEEKLY AFFIDAVIT WITH RESPECT TO PAYMENT OF WAGES.

302.1 As used in this Paragraph, the term "Employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

302.2 Each Contractor or Subcontractor shall furnish each week a sworn affidavit with respect to the wages paid each of the employees engaged on work covered by these regulations during the preceding weekly payroll period. The affidavit shall be executed and sworn to by the Contractor or Subcontractor by an authorized officer or employee of the Contractor or Subcontractor who supervises the payment of wages, and shall be in the following form:

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_ (name of party signing affidavit)  
\_\_\_\_\_ (title), being duly sworn, do depose and say: That I  
pay or supervise the payment of the persons employed by \_\_\_\_\_  
(Contractor or Subcontractor) on \_\_\_\_\_ (building or  
work); that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
and ending the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, all persons employed on said  
project have been paid the full weekly wages earned, that no rebates have been or  
will be made either directly or indirectly to or on behalf of said \_\_\_\_\_  
(Contractor or Subcontractor) from the full weekly wages earned by any person and

that no deductions have been made either directly or indirectly from the full weekly wages earned by any person, (other than permissible deductions, as defined in the regulations under the Anti-Kickback Rules).

(Paragraph describing deductions, if any)

\_\_\_\_\_  
(Signature and Title)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

### 303.0 PAYROLL PRESERVATION.

Each Contractor or Subcontractor shall preserve his weekly payroll records for a period of three (3) years from date of completion of the Contract. The payroll records shall set out accurately and completely the name, occupation, and hourly wage rate of each employee, hours worked by him during the payroll period, the full weekly wages earned by him, any deductions made from such weekly wages, and the actual weekly wages paid to him. Such payroll records shall be made available at all times for inspection by the Contracting officer or his authorized representative.

### 304.0 PAYROLL DEDUCTIONS.

Deductions for the following purposes are permissible:

304.1 Where required by Federal, State or local Statutes or Ordinances to be made by the employer from the wages earned by the employee;

304.2 Bona fide prepayment of wages without discount or interest;

304.3 Deductions required by court process provided that the Contractor or Subcontractor will not be permitted to make such deduction in favor of the Contractor, Subcontractor, or any affiliated person or where collusion or collaboration exists.

304.4 Any Deduction is also permissible which in fact meets the following standards and with respect to which the Contractor or Subcontractor shall have made written application by registered mail to the Massachusetts Commissioner of Labor and Industries, a copy of which application shall be sent to the Contracting agency by the Contractor or Subcontractor, setting forth all the pertinent facts indicating that such deductions will meet the following standards:

304.4.1 That such deduction is not prohibited by other law; and

304.4.2 That such deduction is (i) voluntarily consented to by the employee in writing and in advance of the period in which the work was done, and that consent to the deduction is not a condition either for the obtaining of or for the continuance of employment; or (ii) that such deduction is for the benefit of the employees or their labor organization through which they are represented and is provided for in a bona fide collective bargaining agreement; and

304.4.3 That from such deduction no payment is made to, nor profit or benefit is obtained directly or indirectly by the Contractor or Subcontractor or any affiliated person, and that no portion of the funds, whether in the form of a commission or otherwise, will be returned to the Contractor or Subcontractor or to any affiliated person; and

304.4.4 That the convenience and interest of the employees are served thereby, and that such or similar deductions have been customary in this or comparable situations.

304.5 After application in good faith, the deduction may be made in accordance with the foregoing standards: Provided, however, that if the Massachusetts Commissioner of Labor and Industries, on his own motion, or on the application of any person or agency affected by the granting of the application, shall conclude at any time, after written notice to the applicant and an opportunity for him to present his views in support of the deduction, that the deduction has not met the foregoing standards, such deduction shall cease to be "permissible" seven (7) days after the applicant and the Authority concerned have been notified of the Commissioner's decision.

304.6 Upon application to and prior written permission from the Commissioner of Labor and Industries, and subject to the standards set forth in Subparagraphs 304.4.1, 304.4.2 and 304.4.4 hereof, deductions may be made by a Contractor or Subcontractor or any affiliated person, for membership fees in group benefit or retirement associations; for board and lodging or for other purposes where the Commissioner of Labor and Industries concludes the deduction is required by compelling circumstances; provided, however, the Contractor, Subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction. A copy of the Commissioner's decision shall be sent to the applicant and the agency concerned.

304.7 In accordance with and subject to the standards set forth in Subparagraphs 304.4.1, 304.4.2, 304.4.3 and 304.4.4 of this Section, general permission is hereby granted to make payroll deductions for:

304.7.1 The payment of the purchase price of United States Defense Stamps and Bonds and United States Tax Savings Notes;

304.7.2 The repayment of loans to or the purchase of shares in Credit Unions organized and operated in accordance with District of Columbia, Federal or State Credit Union Statutes;

304.7.3 Contributions to a Federal governmental or quasi-governmental agency;

304.7.4 The payment of dues or premiums to unaffiliated insurance companies or associations for medical or hospitalization insurance where the employer is not required by Federal, State or local laws to supply such insurance or benefits.

304.8 In any case in which the employee does not have full and actual freedom of disposition of his wage payment, whether made in cash or by check, any restricted payment made to the employee is considered a deduction under the regulations in this part.

304.9 Nothing herein shall be construed to permit any deduction which the Contractor or Subcontractor knew, or in the exercise of good faith should have known, did not meet the foregoing standards. In order to insure compliance with the paragraph, the Commissioner of Labor and Industries may notify the Contractor or Subcontractor that the deduction will be permitted only if certain conditions with respect thereto are observed. The Contractor or Subcontractor or any affiliated person shall also comply with such general rules and regulations concerning the



deductions as the Commissioner of Labor and Industries shall make from time to time, notice of which shall have been given to the Contractor or Subcontractor or any affiliated person making the deduction and to the Authority.

Community Development Block Grant  
(C.D.B.G.) General Terms & Conditions

CDBG-1 to CDBG-36

Section Three Affirmative Action Plan

ST-1 to ST-10

Boston Plan

BP-1 to BP-19

EXHIBITS

Exhibit A: Map of Federally Assisted  
Urban Renewal Projects

CDBG-30

Exhibit B: Map of Model City Sub Areas

CDBG-31

Exhibit C: Attachment to Federal Labor  
Standards Provisions

CDBG-32 to CDBG-36

FORMS

FORM AAP-1 & FORM AAP-2

Preliminary Statement of Work Force  
Needs for Trainees & Apprentices

ST-3 & ST-4

FORM AAP-3 & FORM AAP-4

Preliminary Statement of Work Force  
Needs for Regular Employees

ST-5 & ST-6

FORM AAP-5 FORM AAP-6

Affirmative Action Plan for Utilization  
of Project Area Business Concerns

ST-7 & ST-8

FORM AAP-7

Section 3 Project Area Resident  
Employment Application

ST-9

FORM AAP-8

Declaration and Certification of Section 3  
Eligibility

ST-10

CITY OF BOSTON  
COMMUNITY DEVELOPMENT BLOCK GRANTS  
(C.D.B.G.)  
GENERAL TERMS AND CONDITIONS

GENERAL COMPLIANCES REQUIRED OF CONTRACTORS

A. Overall Compliances

The CONTRACTOR employed under this AGREEMENT shall comply with all the provisions of the Housing and Community Development Act of 1974, regulations issued pursuant thereto, and such directives and instructions as may be issued from time to time in connection therewith by the Department of Housing and Urban Development, and with all other Federal, State, and Local Laws applicable to its activities. ..

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATORY PRACTICES.

A. General

During the performance of this AGREEMENT and CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religions, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by setting forth the provisions of this nondiscrimination clause.  
(24 CFR 130.15)

B. Construction Contracts

The following provisions, shall also apply when this AGREEMENT is for construction, demolition, landscaping, or similar activities and the AGREEMENT amount is greater than TEN THOUSAND DOLLARS (\$10,000.00).

- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin (24 CFR 130.15).
- (3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (24 CFR 130.15).
- (4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor (24 CFR 130.15).
- (5) The CONTRACTOR will furnish all information and reports (set forth in section XV. A. herein) required by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders (24 CFR 130.15).
- (6) In the event of the CONTRACTOR's non compliance with the non discrimination clause of this contract or with any of such rules, regulations, or order, this contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government Contracts or federally assisted construction CONTRACT procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law (24 CFR 130.15).
- (7) The CONTRACTOR will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any SUBCONTRACTOR or purchase order as the CITY or H.U.D. may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontract or vendor as a result of such direction by H.U.D., the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.



C. General Responsibility

(1) The CONTRACTOR agrees that it will be bound by the equal opportunity clause set forth in 3., paragraphs 1 through 7 above with respect to its own employment practices when it participates in federally-assisted construction work.

(2) The CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the equal opportunity clause set forth in 3., paragraphs 1 through 7 above.

(3) The CONTRACTOR agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(4) The CONTRACTOR agrees that it will refrain from entering into any contract agreement or contract modification subject to Executive Order 11246 of September 25, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CONTRACTOR agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant, (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

III. Training, Employment and Contracting Opportunities for Business and Lower Income Persons

A. GENERAL

Every contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with this section 3 covered project, the following clause (referred to as the so-called "section 3 clause"):

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this section clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment or training.
- D. The CONTRACTOR will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the CONTRACTOR and subcontractors, in any. Failure to fulfill these requirements shall subject the CONTRACTOR and subcontractors, if any, to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

(1) Section 3 project areas are defined as:

- See  
Attached  
Maps  
Pages  
CDBG-30  
& CDBG-31
- a. Areas designed as Urban Renewal areas pursuant to the provisions of Title I of the Housing and Development Act of 1949, the boundaries of said Urban Renewal areas are set forth in Exhibit A of the AGREEMENT.
  - b. Areas designated as Model Cities areas pursuant to the provisions of the Demonstration Cities and Metropolitan Development Act of 1966, the boundaries of said Model Cities area is set forth in Exhibit B of this AGREEMENT.
  - c. If the project is not in one of the above areas, the project boundary shall be coextensive with the boundaries of the City of Boston (24CFR § 135.15).

(2) The Income Limit for the purpose of Section 3 is as follows:

- a. Lower income project area resident is one whose family income is less than 90% of the median income for the Boston area (24CFR § 135-5(6)(8)). Said income limitation has been set by the HUD secretary as thirteen thousand nine hundred (13,900) dollars.

(3) Section 3 businesses are defined as:

- a. Business concerns located within the Section 3 covered area means the individuals or firms located within the project area as defined above (24CFR § 135.5(b)) listed on the Departments registry of eligible business concerns and which qualify as small businesses by the Small Business Administration.
- b. Business concerns owned in substantial part by persons residing in the Section 3 project area means these business concerns which are: 51% or more owned by persons residing within the Section 3 area, as set forth above; listed on the Department of Housing and Urban Development Registry; owned by persons considered to be socially or economically disadvantaged; and which qualify under the Small Business size standards of the Small Business Administration (24CFR § 135.5(c)).

- c. Advertising trainee positions in local media (24CFR § 135.50(2)).
- d. Conspicuously posting training opportunity notices on the proposed project site (24CFR § 135.50(a)(2)).
- e. Sending notices to community organizations located in the project area requesting referrals. (Examples: Project Area Committee, Service Employment & Redevelopment, Opportunities Industrialization Center, Urban League, Concentrated Employment Program, etc.) (24CFR § 135.50(a)(2)).
- f. Maintaining a list of all lower-income project area residents who apply on their own initiative (or who are referred from any source), and employing such persons if otherwise qualified. If no vacancy exists, the applicant shall be listed for the first available vacancy (24CFR § 135.50(a)(3)).
- g. Where the CONTRACTOR fills a vacant position, which otherwise could be filled by a low-income resident of the project area, immediately prior to undertaking work pursuant to this AGREEMENT, the CONTRACTOR shall set forth evidence, acceptable to the Secretary of the Department of Housing and Urban Development, that his actions were not an attempt to circumvent the regulations set forth in Section 3 and this AGREEMENT (24CFR § 135.60(b)).

C. Utilization of Lower-Income Area Residents as Employees. (FORM AAP-3, Page ST-5)

- (1) The CONTRACTOR agrees that, to the greatest extent feasible, he will fulfill his obligation under Section 3 and this AGREEMENT, to utilize lower-income area residents as employees by:
  - a. Identifying the number of positions in the various occupational categories including skilled, semi-skilled and unskilled labor, needed to perform each phase of the Section 3 covered project (24CFR § 135.55(a)).
  - b. Identifying of the positions identified in paragraph (a) of this section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees (24CFR § 135.55(b)).
  - c. Identifying, of the positions identified in paragraph (a) of this section, the number of positions in various occupational categories which are not currently occupied by regular, permanent employees (24CFR § 135.55(c)).
  - d. Establishing, of the positions identified in paragraph (c) of this section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be

- e. Making a good faith effort to fill all of the positions identified in paragraph (d) of this section with lower income project area residents (24CFR § 135.55(e)).

(2) For the purpose of this Section 3 and AGREEMENT, a good faith effort shall include, but not be limited to, the following:

- a. Establishing a goal of the number of those positions identified in #1 above which shall be filled by low-income project area residents.
- b. Recruiting lower-income residents from the appropriate areas by:
  - (i) advertising in the local media (24CFR § 135.60(a)(2)).
  - (ii) conspicuously placing signs at the proposed project site (24CFR § 135.60(a)(2)).
  - (iii) contacting community organizations and public or private institutions operating within or serving the project area (24CFR § 135.60(a)(2)).
- c. Where the CONTRACTOR fills a vacant position, which otherwise could be filled by a low-income resident of the project area, immediately prior to undertaking work pursuant to this AGREEMENT, the Contractor shall set forth evidence, acceptable to the Secretary of the Department of Housing and Urban Development, that his actions were not an attempt to circumvent the regulations set forth in Section 3 and this AGREEMENT (24CFR § 135.60(b)).

D. Utilization of Business Located in or Owned in Substantial Part by Persons Residing in the Project Area. (FORM AAP-5, Page ST-7)

(1) The CONTRACTOR agrees to make a good faith effort to achieve the goals and estimated dollar amounts of sub-contracts to be awarded to eligible businesses and entrepreneurs, as set forth in the CONTRACTOR's Section 3 Business Affirmative Action Plan, which was submitted prior to the award of this AGREEMENT (24CFR § 135.70(h)(1)). In developing an Affirmative Action Plan the Contractor shall:

- a. Set forth the approximate number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project in question (24CFR § 135.70(a)).
- b. Analyze the information set forth in paragraph (a) of this section and the availability of eligible business concerns within the project area doing business in professions or occupations identified as needed in paragraph (a) of this section, and set forth a goal or target number and estimated dollar

For compliance with parts B., C., and D. which follow, forms AAP-1 to AAP-6 are provided in the section marked with pages ST-1 to ST-9.

B. Utilization of Lower Income Residents as Trainees (FORM AAP-1, page ST-3)

- (1) The CONTRACTOR agrees that he will, to the greatest extent feasible, utilize the maximum number of persons, eligible as section 3 project area residents, in the various training categories in all phases of the work to be performed under this AGREEMENT; and, to fill all vacant training positions with lower income project area residents, except for those positions which remain unfilled after a good faith effort, as defined herein, has been made to fill them with eligible lower income project area residents (24CFR S. 135.40).
- (2) For the purposes of this AGREEMENT and Section 3 a good faith effort shall include but not be limited to, the following:
  - a. Determining the maximum number of trainees which may be utilized in each construction and non-construction phase of the Section 3 project in question.
    1. Determining the Number of Trainees
      - i Construction Contracts
        - a. For the building construction occupations, the number of trainees or apprentices for each occupation shall be that number which can reasonably be utilized in each occupation on each phase of a Section 3 covered project and in no event shall that number be less than the number of trainees or apprentices determined pursuant to regulations issued by the Secretary of Labor for each building construction occupation, as set-forth in the BOSTON PLAN (pages BP-1 to BP-19) which is attached and incorporated hereto.
      - ii. Non Construction Contracts and Construction Contracts not covered by the above paragraph.
        - a. Building construction occupations for which ratios are not determined pursuant to regulations of the Secretary of Labor, the number of trainees for each occupation shall be that number which can reasonably be utilized in each occupation on each phase of a Section 3 covered project. The contractor or subcontractor shall initially determine the maximum number of trainees for each occupation and submit that determination along with its justification to the Department.
    - b. Establishing a goal of the number of trainee positions which shall be filled by low-income project area residents

eligible businesses and entrepreneurs within each category over the duration of the section 3 covered project (24CFR § 135.70(b)).

- c. Outline the anticipated program to be used to achieve the goals for each business and/or professional category identified (24CFR § 135.70(c)). This program should include, but not be limited to the following actions:

- (i) INSERTION OF FORM AAP-5 OF THE SECTION 3 PLAN OF THE CONTRACTOR OR SUBCONTRACTOR LETTING ANY CONTRACT AGREEMENT, IN ANY BID DOCUMENTS.

- (ii) Identification within the bid document, if any, the applicable section 3 project area.

- d. Indicate the anticipated process and steps which have been taken and/or will be taken to secure the cooperation of contractors, subcontractors and unions in meeting the goals and carrying out the affirmative action plan developed pursuant to this subpart (24CFR § 135.70(d)).
- e. Take steps to insure that the appropriate business concerns included in the Department's registry for the Section 3 covered project area are notified of pending contractual opportunities either personally or through locally utilized media. All contractors and subcontractors which so notify concerns, included in the Department's registry, of available contracts and of opportunities to submit bids, shall satisfy all requirements of this Part for notification of business concerns located within the Section 3 covered project area and business concerns owned in substantial part by persons residing in the Section 3 covered project area (24CFR § 135.70(e)).
- f. Take steps to insure, that CONTRACTS which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area (24CFR § 135.70(f)).
- g. Where competitive bids are solicited, require the bidders to submit their utilization goals, and their affirmative action plans for accomplishing their goals, and in evaluating each bid to determine its responsiveness, carefully evaluate the bidders' submission to determine whether the affirmative action plan proposed will accomplish the stated goals (24CFR § 135.70(g)).

h. Where advantageous, seek the assistance of local officials of the Department in preparing and implementing the affirmative action plan (24CFR § 135.70(h)).

(2) For the purposes of Section 3 and this AGREEMENT a good faith effort to implement the Affirmative Action Plan includes, but is not limited to, the following:

- (i) Compliance with paragraphs c,d,e,f,g, of the above requirements for the Affirmative Action Plan, as set forth in the Section 3 requirements of the bid documents (24CFR § 135.70(i)).
- (ii) Attempt to recruit from the appropriate areas the necessary eligible business concerns through: Local advertising media, signs placed at the proposed site for the project; and community organizations and public or private institutions operating within or serving the project area such as Project Area Committees (PAC) in urban renewal areas, Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, or the U.S. Employment Service, as well as the Chamber of Commerce and any equivalent organizations in the Section 3 covered project area (24CFR § 135.70(i)).

E. FOR COMPETITIVE BID CONTRACTS ONLY: The attention of all bidders is directed to regulation 24 CFR Part 135, Subpart D, Section 135.70 (g), which requires all interested bidders to submit a Section 3 Plan (see pgs. ST-1 to ST-10) to the City of Boston for review. Accordingly, ALL BIDS SUBMITTED FOR CONSIDERATION MUST BE ACCOMPANIED BY A SECTION 3 PLAN COMPLETED BY THE BIDDER. The City of Boston WILL NOT CONSIDER ANY BID THAT IS NOT ACCOMPANIED BY A COMPLETED SECTION 3 PLAN.

F. Notice of Intention to Comply With Section 3

The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining AGREEMENT or other CONTRACT or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.



#### G. Subcontracts

The CONTRACTOR will include this Section 3 clause in every subcontractor for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development (24CFR § 135). The CONTRACTOR will not subcontract where it has notice or knowledge that the latter has been found in violation of regulations under (24CFR 135) and will not let any subcontract unless the SUBCONTRACTOR has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### H. Reporting

The CONTRACTOR will furnish all information and reports required by Section 3 and the rules, regulations and orders of the Secretary of the Department of Housing and Urban Development, set forth in Section XV., subsection B, herein.

#### I. Sanctions

Compliance with the provisions of Section 3, the regulations set forth in 24CFR § 135 and all applicable rules and orders of HUD issued thereunder prior to the execution of the CONTRACT, shall be a condition of the federal financial assistance provided to the project, binding upon the CITY and its successors and assigns. Failure to fulfill these requirements shall subject the CITY, its CONTRACTOR's, SUBCONTRACTOR's, and assigns to those sanctions specified in the City's CONTRACT with HUD under the Housing and Community Development Act of 1974, and such sanctions as are specified by 24CFR § 135.

IV. NONDISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1975

This AGREEMENT is subject to the requirements of the Title VI of the Civil Rights of Act of 1964 and HUD regulations with respect thereto, including the regulations under 24CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this AGREEMENT, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenant. The Grantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

V. CONFLICT OF INTEREST

The Contractor agrees to comply with provisions of the Conflict of Interest Law. The Contractor shall not act in collusion with any CITY officer, agent, or employee, or any other party, nor shall the Contractor agree to job-related gifts, regarding this CONTRACT or any other matter in which the CITY has a direct and substantial interest. The Contractor agrees to incorporate a provision prohibiting such interest in all subcontracts.

VI. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any CONTRACT or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the AGREEMENT.

None of the funds, materials, property or services provided directly or indirectly under this shall be used by CONTRACTOR for any partisan political activity, or to further the election or defeat of any candidate for public office, or to further the interest of any partisan political party in contravention of Chapter 15 of Title 5, United States Code (Hatch Act) or in contravention of the Corrupt Practices Act of the Commonwealth of Massachusetts.

#### VIII. PROPERTY MANAGEMENT

The utilization and disposition of real and personal property acquired in whole or in part with funds provided under this AGREEMENT shall be in accordance with the principals set forth in Federal Management Circular 74-7 Attachment N codified in the Code of Federal Regulations at, 34 CFR § 256, which document is hereby incorporated in and made a part of this AGREEMENT by reference.

#### IX. RETENTION AND CUSTODY OF AND ACCESS TO PROJECT RECORDS

##### A. Retention of Records

Financial records, supporting documents, statistical records and all other records pertinent to the Project Grant and Budget shall be retained by the CONTRACTOR for a period of three years from the date of the submission of the CITY'S Annual Performance Report, except as follows:

- i. records that are the subject of audit findings shall be retained for three years after such findings have been resolved;
- ii. records for nonexpendable property which was acquired with the Project Grant shall be retained for three years after such findings have been made.
- iii. records for any displaced person shall be retained for three years after such person has received final payment.

When records are transferred to or maintained by HUD or the City, the three-year retention requirement is not applicable to the CONTRACTOR.

##### B. Custody of Records

HUD or the CITY shall request transfer of certain records to its custody when either determines that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, HUD or the CITY may make arrangements with the CONTRACTOR to retain any records which are continuously needed for joint use.

##### C. Access to Records

The CITY, the Department of Housing and Urban Development, the Comptroller General of the United States, or their duly authorized representatives, shall, for a period of three years, or, such longer periods as may be duly authorized, have access to any books, documents papers and records of the CONTRACTOR, which are pertinent to any matter covered in this AGREEMENT for the purpose of making audit.

#### D. Financial Records

- (1) Accurate, current, and complete disclosure of the financial results of each grant program shall be kept in accordance with Federal reporting requirements. HUD requires reporting on an accrual basis. If accounting records are not kept on that basis, the CONTRACTOR should develop such information through an analysis of the documentation on hand or on the basis of best estimates. Federal management circular 74-7 App. 6 Section (1.a).
- (2) Records shall be kept which identify adequately the source and application of funds for grant-supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income (Federal Management Circular 74-7 App. 6 Section 1.b).
- (3) There shall be effective control over and accountability for all funds, property, and other assets. The CONTRACTOR shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes (Federal Management Circular App.6 Section 1.c).
- (4) Accounting records shall be supported by source documentation (Federal Management Circular 74-7 App. 6 Section 1.g).
- (5) Audits may be made by the CITY or at the CITY's direction to determine, at a minimum, the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations, and administration requirements.
- (6) There shall be a systematic method to assure timely and appropriate resolution of audit findings and recommendations.

#### X. COPYRIGHTS AND PATENTS

##### A. Copyrights

The CONTRACTOR agrees that where any activity performed under this AGREEMENT results in a book or other copyrightable material the Contractor is free to copyright the work, but the CITY and HUD reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes (Federal Management Circular 74-7 App. A Section 7 B).

## B. Patents

The CONTRACTOR agrees that if activities performed under this AGREEMENT produce any patentable items, patent rights, processes, or inventions, such fact shall be promptly and fully reported to the CITY and HUD, and, absent an AGREEMENT to the contrary, HUD shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery--including the rights under any patent issued thereon--shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" (Federal Management Circular 74-7 App. Section A).

## XI. LABOR REQUIREMENT FOR CONSTRUCTION CONTRACTS

The following requirements shall apply to construction contracts in excess of two thousand (\$2,000.) dollars.

### 1. APPLICABILITY

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

### 2. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the CITY OF BOSTON for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

### 3. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the CITY OF BOSTON

in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the

CITY OF BOSTON may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the CITY OF BOSTON

for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

### 4. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the CITY OF BOSTON with the first payroll filed by the Contractor subsequent to receipt of the findings.

### 5. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such work week, as the case may be.

(b) Violation: liability for unpaid wages liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work

in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The CITY OF BOSTON shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

## 6. EMPLOYMENT OF APPRENTICES/TRAINNEES

a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination."

b. Trainees. Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be

paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## I. Application of 29CFR Part 5a

On contracts in excess of \$10,000 the employment of all laborers and mechanics, including apprentices and trainees, as defined in Section 5.2(c) shall also be subject to the provisions of Part 5a of this subtitle. Apprentices and trainees shall be hired in accordance with the requirements of Part 5a of this subtitle (29CFR 5.5(a)(4)(iii)).

### 1. The contractor agrees:

- (i) That he will make a diligent effort to hire for the performance of the contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of journeymen in that occupation to be employed in the performance of the contract the applicable ratio as determined by the Secretary of Labor;
- (ii) That he will assure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (a) the availability of training opportunities for first year apprentices, (b) the hazardous nature of the work for beginning workers, (c) excessive unemployment of apprentices in their second and subsequent years of training.
- (iii) That during the performance of the contract he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of subdivisions (i) and (ii) of this subparagraph.



2. The contractor agrees to maintain records of employment by trade of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The contractor agrees to make these records available for inspection upon request of the Department of Labor and the Federal agency concerned.
3. The contractor who claims compliance based on the criterion stated in 5a.4(b) agrees to maintain records of employment, as described in 5a.3(a)(2), on non-Federal and non-federally assisted construction work done during the performance of this contract in the same labor market area. The contractor agrees to make these records available for inspection upon request of the Department of Labor and the Federal agency concerned.
4. The contractor agrees to supply one copy of the written notices required in accordance with 5a.4(c) at the request of Federal agency compliance officers. The contractor also agrees to supply at 3-month intervals during performance of the contract and after completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to the agency concerned, and one to the Secretary of Labor.
5. The contractor agrees to insert in any subcontract under this contract the requirements contained in this paragraph (29CFR 5a.3 (a) (1), (2), (3), (4), and (5). Sections 5a.4, 5a.5, 5a.6, and 5a.7 shall also be attached to each such contract for the information of the contractor. The term "contractor" as used in such clauses in any subcontract shall mean the subcontractor.

- c. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

## 7. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

8. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (46 Stat. 948: 62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof (see Exhibit C pages CDBG-32 to CDBG-39).

9. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the CITY OF BOSTON and a report of the action taken shall be submitted by the CITY OF BOSTON through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

10. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The CITY OF BOSTON shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the CITY OF BOSTON shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

11. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

## 12. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

## 13. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the CITY OF BOSTON for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

## 14. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the CITY OF BOSTON and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

## 15. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the CITY OF BOSTON. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing

benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the CITY OF BOSTON and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

#### 16. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

#### 17. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the CITY OF BOSTON's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

#### 18. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

#### 19. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the CITY OF BOSTON reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

## General Labor Compliance Procedures

(1) Before construction begins the CONTRACTOR agrees that he has:

- a. Not been debarred or otherwise made ineligible to participate in any Federal or Federally-assisted project.
- b. Reviewed and understands all labor standards CONTRACT provisions.
- c. Received and reviewed the wage decision as part of the CONTRACT provisions.
- d. Requested through the CITY and received the minimum wage for each classification to be worked on the project which was not included on the wage decision by the additional classification process and before allowing any such trade(s) to work on the project.
- e. Requested and received certification of his apprenticeship program from the State's Bureau of Apprenticeship and Training (recognized by USAAT) and submitted copy thereof to the recipient prior to employment on the project. Likewise "trainee" program certification from U.S.B.A.T. if applicable, must be submitted.

(2) At Construction Start the CONTRACTOR agrees that he has:

- a. Notified the CITY of construction start date in writing.
- b. Has placed each of the following on a bulletin board prominently located on the project site which can be seen easily by the workers (and replaced if lost or unreadable any time during construction):
  - (i) Wage Decision;
  - (ii) Notice to Employees;
  - (iii) Safety and Health Protection on the Job;
- c. Before assigning each project worker to work, has obtained worker's name, best mailing address, and Social Security Number (for payroll purposes).
- d. Has obtained a copy of each apprentice's certificate with the apprentice's registration number and his year of apprenticeship from the State B.A.T.
- e. Has informed each worker of:
  - (i) His work classification (journeyman or job title) as it will appear on the payroll

(ii) His duties of work.

f. The U.S. Department of Labor's requirement on the project that he is either a journeyman, apprentice, or laborer -

(i) If journeyman, he is to be paid journeyman's minimum wage rate or more;

(ii) If apprentice, he is to be paid not less than the apprentice's rate for the trade based on his year of apprenticeship; or

(iii) If laborer, he is to do laborers work only, is not use any tool or tools of the trade - and not perform any part of a journeyman's work - and is paid the laborer's minimum wage rate or more.

g. Agrees that each laborer or mechanic who performs work on project in more than one classification within the same workweek shall be classified and paid at the highest wage rate applicable to any of the work which he performs unless the following requirements are met:

(i) Accurate daily time records shall be maintained. These records must show the time worked in each classification and the rate of pay for each classification, and must be signed by the workman.

(ii) The payroll shall show the hours worked in each classification and the wage rate paid for each classification.

(iii) The payroll shall be signed by the workmen or a signed copy of the daily time record shall be attached thereto.

h. The CONTRACTOR will inform each worker of his hourly wages (not less than the minimum wage rate for his work which is stated in the Wage Decision.)

(i) Time and a half for all work over 8 hours any day or over 40 hours any workweek (See CONTRACT Work Hours Safety Standards Act).

(ii) Fringe benefits, if any (See Wage Decision for any required).

- (iii) Deductions from his pay will inform each worker that he is subject to being interviewed on the job by the recipient or a HUD, Department of Labor, or other U.S. Government inspector, to confirm that his employer is complying with all labor requirements.
  - (iv) Has informed each journeyman and each apprentice that a journeyman must be on the job at all times when an apprentice is working.
- (3) During Construction the CONTRACTOR agrees that he:
- (i) has employed all registered apprentices referred to him through normal channels up to the applicable ratio of apprentices to journeyman in each trade used by the employer.
  - (ii) will maintain basic employment records accessible to inspection by the recipient or U.S. Government representative.
  - (iii) is complying with all health and safety standards.
  - (iv) has paid all workers weekly.

#### D. Reporting

The CONTRACTOR will furnish all information and reports required under the Copeland Act and the Davis-Bacon Act and by the rules regulations, and orders of the Secretary as set forth in Section XV subsection C of this Part.

## XII WORK HOURS AND SAFETY STANDARDS

In construction contracts in excess of \$2,000 and other contracts in excess of \$2,500, the CONTRACTOR agrees to comply with sections 103 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-5). Under section 103 of the Act, the CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined

under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### XIII ENVIRONMENTAL CONSIDERATIONS

#### A. Flood Disaster Protection

The Owner of land subject to acquisition or improvement under this CONTRACT, and its successors or assigns, are hereby obligated to obtain and maintain, during ownership of the land which is the subject of this CONTRACT, such flood insurance as is required with respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. This obligation is binding notwithstanding the fact that construction on the land which is the subject of this contract is not itself funded out of assistance provided under the Housing and Community Development Act of 1974.

#### B. Compliance with Clean Air Act and Federal Water Pollution Control Act

- (1) The CONTRACTOR stipulates that any facility to be utilized in the performance of this CONTRACT is not listed on the List of Violation Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) The CONTRACTOR agrees to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR stipulates that as a condition for the award of this contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and that it will take such action as the Government may direct as a means of enforcing such provisions.

#### C. Lead-Based Paint

The CONTRACTOR agrees to comply, where applicable, with HUD Lead-Based Paint regulations, 24CFR, Part 35, including the elimination of lead-based paint hazards under subpart B of said regulations. The CITY is responsible for the inspections and certifications required under section 35.14(f) thereof.



#### D. Historic Preservation

The CONTRACTOR agrees to assist the CITY in complying with the requirements of the National Historic Preservation Act of 1966, (P.L. 89-665) Preservation Act of 1974 the Archaeological and Historic (P.L. 93-291), Executive Order 11593, the procedures outlines in 36CFR800 pertaining to the Advisory Council on Historic Preservation, the Historic Districts Act of the Commonwealth of Massachusetts (M.G.L. Chapter 40C).

#### XIV. DESIGN CONTRACTS

The CONTRACTOR shall comply with the Architectural Barriers Act of 1968 and the "American Standard Specification for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped" (Number A-117.1R-1971), as modified (41CFR 101-17.703) in the design of any facilities under this CONTRACT.

#### XV. REPORTING REQUIREMENTS

A. Equal Opportunity and non discriminatory Practices. The following apply to construction CONTRACTS of \$10,000 or more:

(1) Each week, the CONTRACTOR shall complete and file with the CITY, through the City's Office of Human Rights, an Equal Opportunity Compliance report on a form to be supplied by the CITY.

a. Whenever the CONTRACTOR or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing such information as to such labor union's or agency's practices and policies as the Official may require, provided that to the extent such information is within the exclusive possession of a labor union or agency, referring to workers or providing or supervising apprenticeship or training and if such labor union or agency shall refuse to furnish such information to the CONTRACTOR, the CONTRACTOR shall so certify to the Official as part of his compliance report, and shall set forth what efforts he has made to obtain such information.

b. The CITY requires that the CONTRACTOR or SUBCONTRACTOR shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective CONTRACTOR or SUBCONTRACTOR deals with, supporting information, to the effect that the signer's practice and policies do not discriminate on the grounds of race, color, religious creed, national origin, sex, age or ancestry and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this section or that is consents and agrees that recruitment, employment,

(2) Monthly Reports

On the fifth day of every month, the CONTRACTOR shall complete and file with the CITY and the regional offices of United States Department of Housing and Urban Development and the Department of Labor, a Manpower Utilization Report, on a form to be supplied by the CITY.

(3) Annual Reports

a. Each prime contractor shall file, and each prime contractor and subcontractor shall cause its subcontractors to file annually, on or before the 31st day of March, complete and accurate reports on Standard Form 100(EEO-1) promulgated jointly by the Office of Federal Contract Compliance, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor

(i) is not exempt from the provisions of the "rules and regulations" in accordance with 41 CFR 60-1.5;

(ii) has 100 or more employees;

(iii) is a prime contractor of first-tier subcontractor; and

(iv) has a nonexempt contract, subcontract or purchase order, serves as a depository of Government funds, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: Provided, that any subcontractor below the first tier which performs construction work shall be required to file such a report if it meets requirements of subdivisions (i), (ii), and (iv) of this subparagraph.

b. Each person required by subparagraph of this paragraph to submit reports shall file such a report with the Department within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with subparagraph (1) of this paragraph, or at such other intervals as the CCO or the Director may require. The Department, with the approval of the Director, may extend the time for filing any report.

B. Training, Employment and Contracting Opportunities for Businesses and lower income persons.

(1) Periodic Reports

- a. The CONTRACTOR shall submit to the CITY through the Mayor's Office of Community Development when requested, documentation of the fact that he had made a good faith effort, to comply with section 3 requirements, as set forth in 24CFR 8 135 and Section III of this PART.
- b. For each employee hired by the CONTRACTOR whom the CONTRACTOR claims to be a section 3 resident, the CONTRACTOR shall submit to the CITY, through the Mayor's Office of Community Development a section 3 project area resident certification on a form to be supplied by the CITY.

(2) Monthly Reports

- a. On the fifth day of every month, the CONTRACTOR shall submit section 3 utilization reports, on a form to be supplied by the CITY, to H.U.D.'s area office and to the CITY's Office of Human Rights.

C. Labor Standards

The following reporting requirements apply to construction Contracts in excess of two thousand (\$2,000) dollars.

(1) Weekly Reports

The CONTRACTOR and all subcontractors and lower-tier subcontractors shall complete and file with the CITY, weekly payroll information, on a form supplied by the CITY. The form shall be accompanied by a statement signed by the employer or his agent indicating that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classification set forth for each laborer or mechanic conforms with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this AGREEMENT and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a) (1) (iv) shall satisfy this requirement. This prime CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors. The CONTRACTOR will make available the records required under the labor standards clauses of the CONTRACT for inspection by authorized representatives of HUD, the CITY, and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. The submission procedure is:

- a. Each lower-tier subcontractor, after careful review, shall submit required documents to the respective subcontractor.
- b. Each subcontractor, after checking his own and those of each lower-tier subcontractor, may have to submit required documents to the PRIME CONTRACTOR.
- c. The CONTRACTOR after reviewing all payrolls and other documentation, including his own, and correcting violations where necessary, shall submit required documents to the CITY. Said payroll forms are to be submitted seven (7) days after the end of each pay period.



FEDERALLY  
ASSISTED  
URBAN RENEWAL  
PROJECTS

BOSTON REDEVELOPMENT AUTHORITY





FRANKLIN  
PARK

WHITE  
SCHOOL BOY  
STADIUM

FRANKLIN

EXHIBIT B CDEB-34  
MODEL CITY

## EXHIBIT C

### ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR. UNITED STATES DEPARTMENT OF LABOR

#### TITLE 18, U.S.C., section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C., sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

#### KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, preservation, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

#### SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, preservation, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

#### TITLE 29 - LABOR

##### Subtitle A - Office of the Secretary of Labor

#### PART 3--CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

##### Section 3.1 Purpose and scope.

This part prescribes "anti-kick back" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, preservation, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-aided construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14



(e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

### Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

### Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.



(b) Each contractor or subcontractor engaged in the construction, preservation, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 312, "Statement of Compliance", or on an identical form on the back of WH 317, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 317 and WH 312 may be obtained from the Government contracting or procuring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 95, Jan. 4, 1961, as amended at 33 F.R. 10186, July 17, 1968]

#### Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his current classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

#### Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employer as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or unless collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however, That the following standards are met:* (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employer to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Giving Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.*

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under § 516.27 (a) of this title shall be kept.

### Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

### Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

### Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of § 3.6; and shall notify the applicant in writing of his decision.

### Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

### Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

### Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, preservation, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see § 5.5 (a) of this subtitle.

SECTION THREE  
AFFIRMATIVE ACTION PLAN

(Pages ST-1 to ST-7)

(TABLES AAP-1 to AAP-3)

(FORMS AAP-1 & AAP-2)

---

Contractor \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project No. \_\_\_\_\_

Project Name \_\_\_\_\_

I hereby certify that the information contained in the SECTION THREE AFFIRMATIVE ACTION PLAN herein is complete and accurate to the best of my knowledge.

\_\_\_\_\_  
(Authorized Company Representative)

Applicable Project Area: (To be completed by DCCO)

\_\_\_\_\_ Urban Renewal Area

\_\_\_\_\_ Model Cities Area

\_\_\_\_\_ City of Boston Area

FORM AAP-1

CONTRACTOR'S SECTION 3 ELIGIBILITY STATUS

(THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID)

Name of Firm: \_\_\_\_\_

Location: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

The above-named firm: (Check appropriate response)

1. Qualifies as a "small business" based on standards established by Small Business Administration (SBA)

\_\_\_\_\_ Yes

\_\_\_\_\_ No

2. Is either located within the City of Boston, Massachusetts, or is fifty-one (51%) percent or more owned by persons residing in Boston, Massachusetts and who are considered to be socially or economically disadvantaged, based on standards established by the SBA.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

I hereby declare and certify that the above information is correct.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

FORM AAP-2

EMPLOYEE'S SECTION 3 ELIGIBILITY STATUS

This form is to be completed by persons who will be performing work under this contract and paid from this contract.

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

(1) My FAMILY INCOME in the past twelve months has not been in excess of \$13,900.00. \_\_\_\_\_ Yes \_\_\_\_\_ No

(2) My place of residence is within the City of Boston. \_\_\_\_\_ Yes \_\_\_\_\_ No

Employer \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

I hereby declare that the information contained in this statement is true, complete and correct to the best of my knowledge.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

NOTE: THIS FORM IS TO BE MAINTAINED ON FILE BY THE CONTRACTOR FOR FUTURE INSPECTION

Required: \_\_\_\_\_

CITY OF BOSTON  
MINORITY BUSINESS UTILIZATION FORM (MBU-F)

1. Name of Project \_\_\_\_\_

2. Number of Project \_\_\_\_\_

3. Total dollar amount of bid \_\_\_\_\_

4. Minority Business Enterprise Participation \_\_\_\_\_

a. Name of General Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

b. If the General Bidder is a Minority Business Enterprise check here ☐

List below all proposed Minority Business Enterprises (contractors, suppliers, vendors) the services they will provide and the approximate amount of money they will receive.

Name _____	Service or Supplies
------------	---------------------

Address _____	_____
---------------	-------

_____	_____
-------	-------

Phone _____	Amounts _____
-------------	---------------

Name _____	Service or Supplies
------------	---------------------

Address _____	_____
---------------	-------

_____	_____
-------	-------

Phone _____	Amounts _____
-------------	---------------

Name _____	Service or Supplies
------------	---------------------

Address _____	_____
---------------	-------

_____	_____
-------	-------

Phone _____	Amounts _____
-------------	---------------

Total of listed amount \$ \_\_\_\_\_

(See attached sheet for additional space)

I hereby certify that the dollar amount expended of the listed Minority Business Enterprises is at least 10% of the total Contract Price for the above named project, and that the foregoing and attached information is true, accurate and complete to the best of my knowledge.

Authorized Signature of General  
Contractor

---

(Print the signed name/title)



Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Service or Supplies

\_\_\_\_\_

\_\_\_\_\_

Amounts \_\_\_\_\_

Service or Supplies

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Amounts \_\_\_\_\_

Service or Supplies

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Service or Supplies

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Amounts \_\_\_\_\_

Service or Supplies

\_\_\_\_\_

\_\_\_\_\_

Amounts \_\_\_\_\_

## NOTICE TO BIDDERS

The Authority provides as a convenience certain pages duplicated from the bound contract as Separate inserts for the prospective bidders to use in making their bid proposals. However, the Authority does not guarantee the completeness of the pages nor that they represent all that the prospective bidder may have to fill out for his bid. The bound copy of the contract conditions, specifications, bid conditions, affirmative action requirements, etc. will govern, and the prospective bidder should be familiar with the requirements contained therein for this bid proposal to be a complete submission.

### IMPORTANT!!!

EFFECTIVE IMMEDIATELY, ALL BID SUBMISSIONS FOR WORK FUNDED BY COMMUNITY DEVELOPMENT BLOCK GRANTS MUST BE ACCOMPANIED BY A COMPLETED SECTION 3 AFFIRMATIVE ACTION PLAN. ANY BID SUBMISSION NOT ACCOMPANIED BY THIS PLAN WILL BE REJECTED.

THIS SECTION 3 AFFIRMATIVE ACTION PLAN CAN BE FOUND ON PAGES ST-1. TO ST-7 OF THE BID DOCUMENTS.

ASSISTANCE IN THE PREPARATION OF THIS PLAN CAN BE OBTAINED FOR THE BOSTON REDEVELOPMENT AUTHORITY/ CONTRACT COMPLIANCE OFFICE, ROOM 901, BOSTON CITY HALL, TELEPHONE NUMBER 722-4300 EXT. 262

THE REQUIREMENT WILL BE STRICTLY ENFORCED.

Section 3  
AFFIRMATIVE ACTION PLAN (AAP)

Instructions and Forms

I. Purpose and Responsibilities

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to see that project area residents, particularly residents who are socially or economically disadvantaged, benefit to the maximum extent feasible from programs and services financed from HUD funds, such as the Community Development Block Grant (C.D.B.G.) This means that the City of Boston, in spending C.D.B.G. funds, is obligated to take affirmative steps to expend as much of these funds as possible within the area of this particular project. Accordingly, parties that contract with the City of Boston should hire, as much as feasible, persons who reside in the project areas, especially those with low or moderate family incomes, that is, below \$13,900 annually. In addition, contractors should utilize, whenever possible, subcontractors and businesses which are either located in the project area or owned (51% or more) by project area residents. The specific Federal regulations for Section 3 can be found on pages CDBG-4 to CDBG-12 of this document.

Likewise, the City of Boston, in accepting C.D.B.G. funds from HUD, has a similar obligation to employ lower-income project area residents and to contract with project area businesses to the greatest extent feasible. As a result, the bidder's Section 3 eligibility status and how effectively the bidder, as a prospective contractor, assists the City of Boston in achieving this commitment will be given careful consideration when the final bids are opened for evaluation.

II. Requirements

To indicate its good faith in complying with the terms of Section 3, all bidders on this contract are required to submit with their bids, an AAP which outlines the specific steps to be taken to employ Section 3 project area residents and businesses. In other words, the AAP basically identifies: (1) the resources that will be required by a prospective contractor to perform this job; (2) the resources that are currently on hand; (3) the resources that will need to be procured; and (4) the methods to be used in making a good faith effort to obtain these needs from local sources (project area).

III. Instructions for Completing Required Forms

A Section 3 AAP consists of TABLES AAP-1 to AAP-3 and FORMS AAP-1 & AAP-2 and pertains to the following needs categories:

1. Trainees and Apprentices: If trainees and apprentices are expected to be employed under this contract, TABLE AAP-1 is to be used to indicate the plans for employing lower income project area residents in the Trainee/Apprentice category. If for any reason this particular category will not apply in the performance of this contract agreement, write "NOT APPLICABLE" across TABLE AAP-1 and provide a brief explanation in the space below it as to why this category does not apply.

2. Regular Employees: If new employees are expected to be hired to perform work under this contract, the bidder must indicate on TABLE AAP-2 the plans for employing lower income project area residents in this category. NOTE: For the purposes of this contract, a "new employee" is defined as one who is not on the bidder's payroll as of the date of bid opening for this project. If for any reason this particular category will not apply in the performance of this contract, write "NOT APPLICABLE" across TABLE AAP-2 and provide a brief explanation in the space below it as to why this category does not apply.
3. Business Concerns: In regards to the letting of subcontract agreements and the procurement of supplies, materials and other goods and services, the bidder must indicate on TABLE AAP-3 and in the space below it, the efforts to be made by the bidder to utilize project area business concerns.

Bidders are advised to complete the AAP forms as accurately as possible, and in good faith because the successful bidder awarded this contract with the City of Boston will be held accountable for complying with the statements set forth in the Section 3 AAP that accompanies the successful bid.

In addition to completing the satisfactorily TABLES AAP-1 to AAP-3, you are required to complete FORM AAP-1 and submit it with your bid. This form is used to determine your Section 3 eligibility status.

Lastly, if you are awarded this contract, you will be required to maintain on file, for our inspection, a FORM AAP-2 for each employee who will be working under and paid from this contract.

#### IV. Assistance

Information and assistance in completing the Section 3 AAP is available by contacting the Mayor's Office of Federal Compliance, City Hall, Room 960, Boston, Massachusetts 02201, telephone number: 725-3090.

Also, additional copies of the required forms are available from the above office.

TABLE AAP-1

### PRELIMINARY STATEMENT OF WORK FORCE NEEDS

for

TRAINEES and APPRENTICES

[illegible]

If the above table is not applicable to this project, please explain why in the space provided below; or if you wish to provide additional information, please feel free to use the space below.

*[The page contains faint horizontal lines, suggesting it was part of a lined notebook or document.]*

(THIS TABLE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID)

ALSO HAVE NOT BE COMPLETED AND SUBMITTED WITH YOUR BID)

for  
REGULAR EMPLOYEES

If the above table is not applicable to this project, please explain why in the space provided below; or if you wish to provide additional information, please feel free to use the space below.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a standard sheet of stationery. There is no handwriting or other markings on the page.

AFFIRMATIVE ACTION PLAN  
FOR  
UTILIZATION OF PROJECT AREA BUSINESS CONCERNS

Please describe below the specific steps expected to be taken to achieve the goals established in the preceding table, for the utilization of project area business concerns. If not applicable, please explain why below.

1

**(THIS TABLE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID)**

NOTICE OF REQUIREMENT  
FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(Executive Order 11246)

The CONTRACTOR'S attention is called to the "Equal Opportunity Clause" and "Standard Federal Equal Employment Opportunity Construction Contract Specification" set forth in this part.

The Goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR'S aggregate workforce in each trade on all construction work in the covered areas, (see pages EDO-1 and EEO-2 of the bid specifications for goals and timetables).

These goals are applicable to all the CONTRACTOR'S construction work (whether or not it is Federal or federally-assisted) performed in the covered areas.

As used in this Notice, and in the contract, the covered area is Arlington, Boston, Belmont, Brookline, Burlington, Cambridge, Canton, Chelsea, Dedham, Everett, Malden Medford, Melrose, Milton, Norwood, Reading, Revere, Somerville, Stoneham, Wakefoeld, Westfield, Westwood, Winthrop, Winchester, Woburn, and the Islands of Boston Harbor, Massachusetts.

The CONTRACTOR'S compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required to meet the goals established for the geographical area where the contract is to be performed.



The hours of minority and female employment and training must be substantially uniform throughout the length of the contract in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects.

The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the CONTRACTOR'S goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total workhours performed.

EQUAL EMPLOYMENT OPPORTUNITY NOTICES

(Pages EEO-1 to EEO-12)

FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(Executive Order 11246)

1. The CONTRACTOR'S attention is called to the "Equal Opportunity Clause" and "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in this part.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR'S aggregate workforce in each trade on all construction work in the covered area, are as follows:

GOALS FOR FEMALE PARTICIPATION IN EACH TRADE

(Area Covered: Goals for Women Apply Nationwide)

<u>Timetable</u>	<u>Goals (%)</u>
From April 1, 1978 until March 31, 1979	3.1%
From April 1, 1979 until March 31, 1980	5.0%
From April 1, 1980 until March 31, 1981	6.9%

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE

(Boston, Massachusetts Area)

UNTIL FURTHER NOTICE, the following goals and timetables for minority utilization shall be included in all Federal or federally-assisted construction contracts and subcontracts in excess of ten-thousand (\$10,000) dollars to be performed in the respective covered areas. The

goals are applicable to the CONTRACTOR'S aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or Federally-assisted construction contract or subcontract.

## GOALS AND

EFFECTIVE UNTIL FURTHER NOTICE)

<u>TRADE</u>	<u>GOALS %</u>
Asbestos Worker	10.3 to 10.12
Boilermakers	9.6 to 12.0
Carpenters	11.6 to 14.5
Bricklayers	8.0 to 10.0
Cement Masons	25.5 to 27.5
Electricians	6.0 to 7.0
Elevator Constructors	9.5 to 11.4
Glaziers	8.8 to 11.0
Ironworkers	5.9 to 6.9
Lathers	6.9 to 8.9
Operating Engineers	14.1 to 15.0
Painters	9.1 to 11.1
Pipefitters	11.0 to 12.1
Plasterers	20.5 to 22.5
Plumbers	9.8 to 11.8
Roofers	8.4 to 10.5
Sheetmetal Workers	10.1 to 12.1
Sprinkler Fitters	12.3 to 15.6
All other trades	10.3 to 12.3

These goals are applicable to all the CONTRACTOR'S construction work (whether or not it is Federal or federally-assisted) performed in the covered area.

The CONTRACTOR's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 DFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract is to be performed.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the CONTRACTOR'S

goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the prime contract. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract, the covered area is Arlington, Boston, Belmont, Brookline, Burlington, Cambridge, Canton, Chelsea, Dedham, Everett, Malden, Medford, Melrose, Milton, Norwood, Reading, Revere, Somerville, Stoneham, Wakefield, Westwood, Winthrop, Winchtester, Woburn, and the Island of the Boston Harbor, Massachusetts.

STANDARD FEDERAL EQUAL EMPLOYMENT  
OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. covered areas means the geographical area described in the contract agreement.
- b. Director means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.
- c. Employer identification number means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
- d. Minority: includes
  - (I) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
  - (II) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or other Spanish Culture or origin regardless of race).
  - (III) Asian and Pacific Island (all persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent of the Pacific Islands).
  - (IV) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in this contract agreement.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goals under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors \_\_\_\_\_ toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals or timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in this part are expressed as percentages of the total hours of employment and training of minority and female utilization. The Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is



expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite

supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.
- c. Maintain a current file of the names, address and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and or participate in training programs for the area which expressly include minorities

and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those program funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEP policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; but publicizing it in the company newspaper, annual report etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including

minority and female news media and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- j. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a

discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers \_\_\_\_\_ subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7b through p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the Contractor is a member of participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and whom in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort

to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of action taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

9. A single goals for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, of these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions, hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## M O D E L

Affirmative Action Program

Gentlemen:

This letter is being delivered to you, in consideration of being awarded a contract for the work on \_\_\_\_\_  
Project in the City of Boston, Massachusetts, as evidence of our under-  
takings in connection with equal employment opportunity.

We understand that opportunities for minority groups to obtain adequate employment have been severely limited; that it is the policy of the Federal Government and the City of Boston to insure the fullest possible employment opportunities in every construction job involving, directly or indirectly, public assistance; and that we are obligated to the Boston Redevelopment Authority to take certain steps to help ensure the creation of such opportunities. Finally, we understand that if in the course of construction there is a failure to comply with governmental policies, B.R.A.'s Contract Compliance Policy Commonwealth of Massachusetts Equal Employment Opportunity Anti-Discrimination Affirmation Action Program, or the City of Boston's Affirmative Action Contract Compliance Program pertaining to equal employment opportunities, we will be in default under the Land Disposition Agreement, construction and/or other Contracts. Violation of any of the above is likely to incur serious penalties.

Accordingly, we hereby agree to do the following things:

1. We shall assist you in every way in carrying out the requirements of the section of said Land Disposition Agreement which is entitled "Non-Discrimination in Employment", and/or the equal employment opportunity section of the contract, and the President's Executive Orders to which said section refers and with which we have familiarized ourselves.
2. We shall observe all the practices and procedures set fourth in the "Equal Opportunity Compliance Policy" of the Boston Redevelopment Authority, with the provisions of which we also have become familiar, including the requirement to submit to the Authority an acceptable "Plan of Affirmative Action for Equal Employment Opportunity", and the requirement that prior to the execution of any Subcontracts we shall schedule with the Authority's Contract Compliance Officer a pre-award conference in order to assure compliance with said policy and to further the goals thereof.
3. We shall ensure in every way that we do not fall into default under the provisions of said Disposition Agreement, and/or other contracts and will assist the Boston Redevelopment Authority in every reasonable way to help to provide greater employment opportunities for members of minority groups.



4. In addition, we further certify that we will adopt the minimum goals and timetables of minority manpower utilization (minority is defined as including Negroes, Spanish Surnamed American, Orientals and American Indians, and includes both men and women) and initiate specific affirmative action steps as set forth below (items (a) (b) (c) and (d) directed at increasing minority manpower utilization by means of applying good faith efforts to carry out such steps.

(a) Goals and Timetables - The goals of minority manpower utilization required of the contractors are applicable to the trade show which will be used on the project in Boston.

Ranges of Minority Manpower  
Utilization Expressed in  
Percentage Terms From

1/1/77 Until 12/31/77

All Trades 10.3% - 12.3%

The percentage goals of minority manpower utilization above are expressed in terms of manhours or training and employment as a proportion of the total manhours to be worked by this contractors or subcontractors entire work force in that trade on all projects (both federal and non-federal) in the Boston area during the performance of its contract or subcontract. The manhours for minority work and training will be substantially uniform throughout the length of the contract for each of the trades. Further, the transfer of minority employees or trainees from employer to employer or from project to project for the sole purpose of meeting this contractor's or subcontractor's goal shall be a violation of these conditions. In reaching the goals of minority manpower utilization required of contractors, every effort shall be made to find and employ qualified journeymen. Provided, however, and pursuant to the requirements of Department of Labor regulations, 29 CFR 5a, apprentices or trainees shall be employed on all projects where feasible, 25 percent of apprentices or trainees employed on each project shall be in their first year of apprenticeship or training.

In order that the non-working training hours of trainees may be counted in meeting the goal, such trainees will be employed by this contractor during the training period, this contractor will have made a commitment to employ the trainees at the completion of their training subject to the availability of employment opportunities and the trainees will be trained pursuant to established training programs which will be the equivalent of the training programs now or hereafter provided for in the Boston Plan with respect to the nature, extent and duration of training offered.

We will inform our subcontractors, if any, of their respective obligations relating to the goals of minority employment and training. For all projects located in an area in which there are high concentrations of minority group persons.

- (b) Not less than 30% ratio of minority utilization in all trades is required and maintained throughout the life of this contract. These areas are now Roxbury, Dorchester, South End, South Cove and sections of Jamaica Plain.
- (c) A primary contractor performing on BRA projects in those communities will also be required to reserve 50% of his subcontracting jobs for minority construction companies or construction companies which employ 50% minority employees.
- (d) Specific Affirmative Action Steps. We will engage in affirmative action directed at increasing minority manpower utilization, which is at least as extensive and as specific as the following steps:
  - 1. We shall notify community organizations that this subcontractor has employment opportunities available and shall maintain records of the organizations response.
  - 2. We shall maintain a file of the names and addresses of each minority worker referred to us and what action was taken with respect to each such referred worker, and if the worker was not employed, the reasons therefor. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by this subcontractor, this subcontractor's file shall document this and the reasons therefor.
  - 3. We shall promptly notify the Boston Redevelopment Authority when the union or unions with whom this subcontractor has a collective bargaining agreement has not referred to this subcontractor a minority worker sent by this subcontractor or the subcontractor has other information that the union referral process has impeded us in efforts to meet our goal.
  - 4. We shall participate in training programs in the area, especially those funded by the Department of Labor.
  - 5. We shall disseminate an EEO policy within our organization by including it in any policy manual; by publicizing it in company newspapers, annual reports, etc., by conducting staff, employee and union representative meetings to explain and discuss the policy; and specific review of the policy with minority employees.

6. We shall disseminate an EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors and suppliers.
7. We shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority organizations, schools with minority students, minority recruitment organizations and minority training organizations, within this subcontractor's area.
8. We shall make specific efforts to encourage present minority employees to recruit their friends and relatives.
9. We shall validate all man specifications, selection requirements, test, etc.
10. We shall make every effort to promote afterschool, summer and vacation employment to minority youth.
11. We shall develop on the job training opportunities and participate and assist in any association or employer group training programs relevant to this subcontractors employee needs consistent with our obligations.
12. We shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.
13. We shall make sure that seniority practices, job classifications, etc., do not have a discriminatory effect.
14. We shall make certain that all facilities and company activities are non-segregated.
15. We shall continually monitor all personnel activities to ensure that our EEO policy is being carried out.
16. We shall solicit bids for subcontracts, if any, from available minority subcontractors engaged in the trades, including circulation of minority contractor associations.

Sincerely,

Name and Title

## MINORITY BUSINESS UTILIZATION FORM (MBU-F)

Required% \_\_\_\_\_

1. Name of Project \_\_\_\_\_

2. Number of Project \_\_\_\_\_

3. Total dollar amount of bid \_\_\_\_\_

4. Minority Business Enterprise Participation \_\_\_\_\_

a. Name of General Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone(s) \_\_\_\_\_

b. If the General Bidder is a Minority Business Enterprise check here \_\_\_\_\_

List below all proposed Minority Business Enterprises (contractors, suppliers, vendors) the services they will provide and the approximate amount of money they will receive.

Name \_\_\_\_\_

Service or Supplies \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Amounts \_\_\_\_\_

Name \_\_\_\_\_

Service or Supplies \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Amounts \_\_\_\_\_

Name \_\_\_\_\_

Service or Supplies \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Amounts \_\_\_\_\_

Total of listed amounts \$ \_\_\_\_\_  
 (See attached sheet for additional space)

I hereby certify that the dollar amount expended of the listed Minority Business Enterprises is at least \_\_\_\_\_% of the total Contract Price for the above named project, and that the foregoing and attached information is true, accurate and complete to the best of my knowledge.

Authorized signature of General Contractor

\_\_\_\_\_  
(Print the signed name/title)

MINORITY BUSINESS AND GENERAL CONTRACTOR'S LETTER OF INTENT

Project Number: \_\_\_\_\_

Project Location: \_\_\_\_\_  
\_\_\_\_\_

Project Amount \$ \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Name of Minority Business Enterprise: \_\_\_\_\_

1. The above named Minority Business Enterprise agrees to perform work/supply goods and or services in connection with the above named project and the above named general contractor as:

\_\_\_\_\_ an individual  
 \_\_\_\_\_ a partnership  
 \_\_\_\_\_ a corporation  
 \_\_\_\_\_ a joint venture

Please attach a copy of the joint venture agreement.

Please attach a copy of all financial agreements between corporate and personal members of the joint venture.

2. (check one)

My minority status is confirmed \_\_\_\_\_ (a) on the reference list of Minority Business Enterprise made available by the City of Boston, Office of Minority Business Enterprise or \_\_\_\_\_ (b) by approval of the Office of Minority Business (requires submission of MBU-IS).

3. The above named general contractor and Minority Business Enterprise intend to work together on the above named project in accordance with the terms of the Minority Participation Section of the City of Boston Contract Provision.

\_\_\_\_\_  
Signed General Contractor

\_\_\_\_\_  
Signed Minority Business  
Enterprise

\_\_\_\_\_  
Date/Title

\_\_\_\_\_  
Date/Title

CITY OF BOSTON  
SUPPLEMENTAL  
MINORITY PARTICIPATION AND  
RESIDENT PREFERENCE SECTION  
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## P R E F A C E

Over the past decade, the City of Boston has steadily increased its efforts to improve the social and economic plight of minority persons. In 1968, a tumultuous year in this City as well as the nation, Mayor Kevin H. White established the Office of Human Rights. The goal of this office was to aid in the removal of the barriers of discrimination which had traditionally worked against the attempts of minorities to participate in municipal functions. In 1973, policies were established that gave the Office of Human Rights an even stronger position in meeting the needs and demands of minority persons. These new policies were further reinforced in 1975 with the announcement, by the Mayor, of a stronger policy that gave the Office of Human Rights more leverage in bringing minorities into the mainstream of municipal government.<sup>1</sup> The new policy addressed the problems in the contracting process in the City of Boston. For the first time the City set numerical percentage goals for minorities in its contracting process. This policy also required that minority business receive 30% of the subcontracts for all contracts let in areas where there are high concentration of minority persons, i.e. impacted areas.

Because there was still a need to advance even further toward the goals of minority participation in all areas of municipal government, in 1977 the Office of Human Rights was restructured and called the Human Rights Commission, which serves as an umbrella department for several affirmative action programs, such as the Office of Equal Employment Opportunity Contract Compliance, The Minority Business Office, and the Affirmative Action Office.

During the same period the City's growing efforts to better the social and economic position of minority persons, a number of court cases addressing the problems growing out of the discriminatory practices in an ever growing number of areas, had been decided.



The Boston School Desegregation Case<sup>2</sup> and the events surrounding the Court order are of course the most illustrative of the racism that permeates our society generally and particularly, the City of Boston. Discriminatory practices were found not only in the school system, but in many other areas including Boston's business community, particularly in the construction industry.<sup>3</sup> One can readily see that even with the City's attempts to rid itself of discriminatory practices, there were still many barriers to overcome.

In realization of the long road to the end of discrimination, the City of Boston has attempted to address those discriminatory practices within its control. In addition, City officials have adopted an attitude that allowed them to address those barriers that exist with respect to those businesses that have traditionally done, or will do business with the City. One of the problems had been to develop methods and systems that would work toward the City's goals to bring minorities into those areas that have been traditionally difficult for them to enter.<sup>4</sup>

As the tide of social policies turns to yet another stage, the City of Boston had the advantage of being able to examine the Affirmative Action Programs of the past decade, so that an affirmative action program could be developed that would correct the past imbalances and address the demands of the future.

With respect to increasing access and volume of minority participation in the City's contracting process, the 1975 policies proved ineffective. Research by the Office of Minority Business indicated that minorities have received a miniscule number of contracts under the 1975 minority business policies.<sup>5</sup> Contractors, for the most part, have ignored the goals of the City for minority participation in the contracting process. Because of deficiencies such as a lack of formal bidding procedures and a lack of a workable enforcement

mechanisms it was obvious that the programs of the past had to be changed, in order to reverse the trend of the City's contractors failing to extend equal opportunities with respect to minority participation in its contracts.

The City of Boston, in light of its failures, has had some successful programs. Affording minorities an opportunity to enter the contracting process had been helped by the Affirmative Action Program for the construction of the Occupational Resource Center. The City of Boston has also been able to move closer to its goals for minority participation in its administration of the Local Public Works Program. This program has brought minorities into the contracting process with a success rate never before achieved, not only in the City of Boston, but around the country as well.<sup>6</sup> The success of the above stated programs has resulted in the implementation of similar programs and policies contained in the "Supplemental Minority Participation Program" of the City of Boston.

It is the position of the City of Boston that this program will help it to move closer to its goal of removing racial barriers and thus allowing minority participation in the contracting process. This newly designed program established formal bidding procedures and enforcement mechanisms which in light of the City's past experiences should prove to come closer to the City's goal for minority participation in all aspects of municipal government, most particularly its contracting process.

\* \* \*

1. See Mayor Kevin W. White's Press Release 7/31/75 and City of Boston Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program Contract Provision

2. Morgan v. Hannigan 375 F.supp. 410 (D.Mass), aff'd sub non.  
Morgan v. Hannigan 375 F.2d.580 (1st.Cir.1974), cert.denied 421  
U.S. 963 (1975)
3. See e.g. Associated General Contractor of Massachusetts v. Altshuler,  
490 F2d 9 (1st.Cir.1973), cert.denied 416 U.S.957 (1974);  
Trustee v. Volpe Construction Company, 358 Mass.331. 264 N.E2d G76  
(1970); Black Voters v. McDonough 563 F2d (1st.Cir.1977)
4. See Associated General Contractors of Massachusetts v. Altshuler  
supra
5. See City of Boston, Minority Business Office, Minority Business  
Study, May 1978
6. Western Pennsylvania v. Kreps, 573 F.2d 811 (3d.Cir.1978);  
Rhode Island Chapter, Associated General Contractors v. Kreps supra;  
Fullilove v. Kreps, 443 F.Supp. 253 (S.D. N.Y. 1977)

\* \* \*

"City of Boston Supplemental Minority Participation Section",  
shall be a part of all construction contracts awarded by the City  
regardless of funding source. It replaces the "City of Boston  
Supplemental Equal Employment Opportunity Anti-Discrimination and  
Affirmative Action Program Contract Provision".

Article I contains definitions

Article II is concerned with the percentage of Minority Person  
work hours per trade for each Contractor's total workforce and each  
subcontractors total workforce.

Article III is concerned with the minimum dollar amounts (in  
terms of percentages) to be expended by Contractors on Minority  
Business Enterprises to perform work and/or supply goods and services  
in accordance with Mayor Kevin H. White's Executive Order entitled  
"Encouraging Minority Business Enterprise effective July 1, 1978."

Approved as to form:

Mayor

By: Robert A. Gleason  
Corporation Counsel

[Signature]  
Director,  
Minority Business Office

PREFACE 10/15/79


Pursuant to Mayor Kevin E. White's Executive Order concerning employment of Boston Residents, Minorities and females, effective October 15, 1979, Articles I and II of the "City of Boston Supplemental Minority Participation Section" have been amended. This amended document shall be known as the "City of Boston Supplemental Minority Participation and Resident Preference Section"


Article I contains definitions

Article II is concerned with the percentage of workhours for Minority Persons, Boston Residents and Females, per trade, for each Contractor(s) and subcontractor(s) respective workforce.

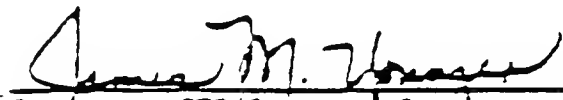
Article III concerning expenditures to Minority Business Enterprises represents no substantive changes in policies established July 1, 1978.

Approved as form:

  
\_\_\_\_\_  
Acting Corporation Counsel

  
\_\_\_\_\_  
Kevin E. White, Mayor

\_\_\_\_\_  
Clarence J. Jones, Deputy Mayor

  
\_\_\_\_\_  
Director, EEO/Contract Compliance

CITY OF BOSTON  
SUPPLEMENTAL  
MINORITY PARTICIPATION  
AND RESIDENT PREFERENCE SECTION

ARTICLE I: DEFINITIONS

For the purpose of this section, the following terms shall mean:

A. Awarding Authority: The officer of the City of Boston awarding the construction contract of which this section is a part.

B. Beneficial Ownership and Control: Ownership of at least 51 per cent of the voting stock or proprietary interest in any corporation, partnership or sole proprietorship. In the case of a joint venture, the Minority Business Enterprise must have a controlling interest in the joint venture in order to have such participation qualify toward meeting the requirements of ARTICLE III. The existence of any agreements, options, rights or conversion or other restraints which may be exercised within three years and which, if exercised, would reduce minority ownership or control to less than the requisite percentage, shall establish that the existing enterprise is not a Minority Business Enterprise.

Beneficial ownership and control shall include but not be limited to the following criteria:

- a. Ownership of each class stock;
- b. Unrestricted voting rights;
- c. Right to receive profits and all other benefits attached to ownership;
- d. Financial agreements between the corporate and personal members of a partnership, joint venture or other form of business;
- e. Minority participation in the management of the enterprise, and

5. The percentage of work to be performed by the workforce of the minority business enterprise.

C. Compliance Unit: The Equal Employment Opportunity Contract Compliance Unit of the City of Boston Human Rights Commission.

D. Contract Price: The proposed base contract price as submitted by a general bidder at the time stated for the opening bids.

E. Impact Areas: Any area of the City with high concentration of minority residents so designated by the City of Boston; including but not limited to the following areas: Roxbury, North Dorchester, South End, Jamaica Plain and Mattapan. (See Appendix for boundaries and maps).

F. Liaison Committee: A committee to be established by the Compliance Unit to assist in the implementation and compliance with this section.

G. Minority Person: An individual who is Black, Hispanic, Asian or American Indian.

H. Minority Business Enterprise: A business organization in which at least 51% of the beneficial ownership is held by one or more Minority Persons.

I. Office of Minority Business: The Office of Minority Business of the Human Rights Commission of the City of Boston which has primary responsibility for identifying and verifying minority business, monitoring City Departments and contractors for compliance to the City's policy for Minority Business and providing technical assistance to City Departments, contractors and Minority Businesses.

J. Residence: The actual principal residence of the individual

where he or she normally eats and sleeps and maintains his or her normal personal and household effects. Such residence may be established by any method acceptable by the Compliance Unit including but not limited to driver's license utility bills and rent receipts.

ARTICLE II: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM FOR  
MINORITIES, FEMALES AND BOSTON RESIDENTS (LABOR)

A. Anti-Discrimination Affirmative Action: During the performance of this contract, the General Contractor shall agree and shall require that his subcontractors agree to the following:

1. In connection with their performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid section shall include but not be limited to, the following: employment upgrading, demotion or transfer, recruitment advertising, recruitment layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment, and selection for apprenticeship or other training categories.
2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age and sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall include positive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation and in-service or apprenticeship and other training

programs. Such affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of this section is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects.

3. Workforce Requirements (labor):

1. Minority Workforce: The Contractor and its subcontractors shall maintain a not less than 25% ratio of minority employee manhours to total employee manhours in each trade worked on the contract.

2. Boston Resident Workforce: The Contractor and its subcontractors shall maintain a not less than 50% ratio of Boston Resident employee manhours to total employee manhours in each trade worked on this contract.

3. Female Workforce: The Contractor and its subcontractors shall maintain a not less than 10% ratio of female employee manhours to total employee manhours in each trade worked on this contract.

4. The workforce requirements of paragraphs (1), (2) and (3) above shall apply to each trade that appears on the list of "Classification and Minimum Wage Rates" as determined by the Commissioner of Labor and Industries under the provisions of Chapter 149, Sections 26 through 27G, of the General Laws of Massachusetts, as amended.

5. The Contractor and its subcontractors shall be deemed to be in compliance with paragraphs (1), (2) and (3) above, if said Contractor has complied with Section 2, paragraph 5, and has



demonstrated to the satisfaction of the Compliance Unit and Liaison Committee that said Contractor has taken all reasonable steps to so comply with the provisions of this Article.

C. Training: The Contractor and its subcontractors shall fill not less than 50% of all training categories with Boston Residents, provided that whenever possible a greater percentage of Boston Residents shall be utilized in all training and apprenticeship categories.

D. General Procedures:

1. Pre-Bid Conference: The Awarding Authority in conjunction with the Contract Compliance Unit may conduct at least one pre-bid conference to explain the workforce requirements of this Article. At such conference the Awarding Authority or Contract Compliance Unit shall inform all parties thereto in writing of the names, street addresses, and telephone numbers of all designated job referral agencies.

2. Liaison Committee:

a. There shall be established by the Compliance Unit a body known as the Liaison Committee. This Committee shall be composed of one representative each from the following:

1. The Director of the Compliance Unit
2. City of Boston Minority Business Office
3. City of Boston Employment & Economic Policy Administration
4. City of Boston Office of Federal Relations
5. Association of General Contractor
6. Building Trades Employers Association
7. Building Trades Council
8. Third World Jobs Clearinghouse
9. Contractors Association of Boston

10. Boston Jobs Coalition
11. Greater Boston Y.W.C.A.
12. Community Task Force on Construction
13. Recruitment and Training Program

- b. The Compliance Unit Director or his designee shall chair each meeting. The Chairperson shall vote only in the event of a tie. All other members of the committee shall have one vote. All decisions of the Liaison Committee shall be made by majority vote.
- c. The Contractor, its subcontractors and the Awarding Authority shall recognize the Liaison Committee as an advisory body and consult and cooperate with it on all matters related to Minority Person, Boston Resident and female recruitment, referral, employment, training and on going implementation of and compliance with this Article.
- d. The Liaison Committee shall hold monthly meetings to assure compliance with this Article. Liaison Committee meetings shall be open to the public.
- e. The Liaison Committee shall make recommendations to the Compliance Unit and/or Awarding Authority with respect to necessary actions to assure compliance with this Article.
- f. All information received by the Awarding Authority or Compliance Unit with respect to compliance with the Article shall be made available, to the Liaison Committee, upon request, after 7 days of said request.
- g. No voting representative of the Liaison Committee shall be removed from or added to said committee except by a majority vote of the committee.

## 2. Compliance After Contract Award

1. The Contractor and its subcontractors shall prepare and submit to the Awarding Authority weekly manpower utilization reports, in a form approved by the Awarding Authority, not later than the Tuesday following each week work is performed. Said report shall include hours worked in each trade and job category by each employee identified as (1) Minority or non-minority; (2) Resident or non-resident; and (3) female or male. Said report shall also include each employee's name, street address and telephone number.

2. Referral orders and records of each Contractor's and subcontractors' attempts to recruit minorities, resident and female employees shall be maintained and made available to the Compliance Unit upon request after 7 days of said request.

3. In the hiring of minorities, residents and females as journeymen, apprentices, advanced trainees, trainees and helpers, the Contractor and its subcontractors may rely on traditional referral methods utilized by the construction industry, and shall also rely on referrals from the Employment and Economic Policy Administration (EEPA) and its designees such as: ABCD, OIC, Third World Jobs Clearinghouse, Boston Jobs Coalition, RTP, YWCA, and other community based organizations as from time to time exist, to provide minority persons, Boston residents, and females. Referrals of Minority Persons, Boston Residents and females will be done via the existing EEPA designed and coordinated city-wide referral mechanisms for jobs in construction as formalized by Third World Jobs Clearinghouse utilizing the aforementioned designees. Re-designation of the aforementioned community based referral agencies shall be recommended by EEPA and approved by the Liaison Committee.

4. The Compliance Unit and any so designated representative of the Liaison Committee shall have the right of access to the construction site in order that on-site visits may be conducted.

5. The Contractor and its subcontractors shall provide all information and reports required at the request of either the Awarding Authority or the Compliance Unit and shall permit access to its facilities and any books, records accounts and other source of information which may be determined by the Compliance Unit with respect of the employment of personnel. This paragraph shall apply only to information pertinent to compliance with this Section. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so demonstrate to the Compliance Unit and shall set forth what efforts he has made to obtain this information.

6. For any trade described in section (3) (4) above, for which the contractor's or subcontractors' weekly manpower utilization report, paragraph (1) above, indicates the workforce requirements of section (3) (1), (2) and/or (3) were not met, the Contractors and its subcontractors shall submit along with said report a statement setting forth the following information:

- (a) The names of all persons who applied for work in that trade indicating which persons were (1) Minority (2) a Resident and (3) Female.
- (b) The reasons any person identified as (1) Minority (2) Resident or (3) Female was not hired.
- (c) The reasons why any person identified as (1) Minority (2) a Resident or (3) Female, was employed fewer hours than (1) non-minorities, (2) non-residents or (3) male employees.
- (d) All efforts by the Contractor or its subcontractors to effectuate the requirements of Section (b) (1) (2) and (3).

F. Pre-Construction Conference: Prior to the commencement of work for this contract the Awarding Authority in conjunction with the Contract Compliance Unit shall conduct at least one pre-construction conference to explain the workforce requirements of this article. The contractor and its sub-contractors must attend the pre-construction conference and sign a copy of the pre-construction minutes to indicate that he understands the requirements of this article.

G. Non-Compliance:

1. Whenever the Compliance Unit Awarding Authority, or Liaison Committee believes the contractors or its sub-contractors may not be operating in compliance with the terms of this article, the Compliance Unit shall notify the contractor and sub-contractors, conduct an investigation, and shall upon request report the finding of said investigation to the Liaison Committee within seven days after completion of said investigation.

2. In the event that the contractor or any sub-contractor fails or refuses to comply with requirements of this article, the Awarding Authority may upon recommendation of the Compliance Unit or Liaison Committee impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement.

- a. The suspension of any payment or part thereof due or to become due under the contract until such time as the contractor or any sub-contractor is able to demonstrate his compliance with the terms of this contract.
- b. The termination of the contract, in whole or in part, unless the contractor or any sub-contractor is able to demonstrate within a specified time his compliance with

the terms of the contract, or demonstrate that he was and is incapable of having so complied and complying.

- c. The recovery by the Compliance Unit from the general contractor of 1/10th or 13 of the contract award price, in the nature of liquidated damage, or if a sub-contractor is in non-compliance, the recovery by the Compliance Unit from the general contractor, to be assessed by the general contractor as a backcharge against the sub-contractor, 1/10th of 13 of the sub-contractor price, in the nature of liquidated damages, for each week that such party fails or refuses to comply.
- d. The denial to the general contractor or any sub-contractor of the right to participate in any future contracts awarded by the Awarding Authority for a period of up to three (3) years.

If the Awarding Authority does not follow the recommendation of the Liaison Committee or Compliance Unit it shall within 30 days state in writing to the Liaison Committee/Compliance Unit, the reason(s) for not imposing said recommendation.

H. Severability: The provisions of this article are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction the decision of such court shall not affect or impair any of the remaining provisions.

#### ARTICLE III: MINORITY BUSINESS UTILIZATION MBUT

##### A. Expenditures on Minority Business Enterprises:

- 1. The amount required to be expended on Minority Business

Enterprise(s) by the general contractor shall be determined in accordance with the City's policy on Minority Business Participation in impacted and non-impacted areas, as defined in Mayor Kevin H. White's Executive Order "Encouraging Minority Business Enterprises", effective July 1, 1978 which states in part:

"At least ten percent of the value of all construction, goods and services procured by the City during each fiscal year will be obtained from Minority Business Enterprises ...

Thirty percent of all construction work to be performed in impacted areas shall be contracted to Minority Business Enterprises".

2. Except as provided in paragraph three below, the general bidder shall expend not less than \_\_\_\_\_% of its contract price on Minority Business Enterprises for the performance of work and/or the supply of goods and services.

3. The general bidder shall expend not less than \$\_\_\_\_\_ on Minority Business Enterprise(s) for the performance of work and/or the supply of goods and services.

3. General Procedures for Compliance with the Minority Business Utilization Requirements:

1. A pre-bid conference may be conducted by the Awarding Authority in conjunction with the Office of Minority Business in order to familiarize bidders with the purpose and operation of this Article III on Minority Business Utilization.

2. Any minority business may apply to the Office of Minority Business for a determination and verification of its minority status for the purposes of any contract funded by the City of

which this article is a part. Application shall be made on the attached Minority Business Identification Statement (MBU-ISA).

3. The Office of Minority Business shall prepare and publish from time to time a list of Minority Business Enterprises that conform with the definition of Minority Business Enterprises provided in Article I above. Bidders may rely upon the most current list published by the Office of Minority Business as of the time of project advertisement as a list of bona fide Minority Business Enterprises. The Office of Minority Business may make available to prospective bidders other information regarding Minority Business Enterprises for the purpose of implementing these sections. This section shall not be construed as limiting or in any way confining bidders in seeking out, selecting or otherwise negotiating with Minority Business Enterprises for the purpose of complying with these sections concerning Minority Business Utilization. Bidders may exercise their own judgment in selecting any Minority Business Enterprise to perform any portion of the work or to supply any goods or services. In the event that the bidder selects a minority business that is not included on the aforementioned list supplied by the Office of Minority Business, the minority status of said minority business shall be reviewed by the Office of Minority Business for verification of its minority business status.

C. Bid Submission Procedures for Compliance with this Section on Minority Business Utilization:

1. The bid submission procedures of Article III shall be construed and read in a manner that is not inconsistent with Massachusetts General Laws including but not limited to G.L.C. 149 SS: 44A-44E inclusive and G.L.C. 30 SS: 19A-40. Failure to conform with these bid submission procedures shall render a bid non-responsive and thus provide a basis for rejection.



2. Bid Opening: Each bidder shall submit with his bid a completed Minority Business Utilization Form (MBU-F) listing each Minority Business Enterprise the general contractor intends to utilize on the proposed City project.

3. Post Bid Opening: No later than ten (10) working days after the date of General Bid Opening the lowest responsible and eligible general bidder as determined by the Awarding Authority shall submit:

- a. A completed Minority Business Utilization Letter of Intent form (MBU-LI) for each Minority Business listed under item 2 of form (MBU-F).
- b. A completed Minority Business Identification Statement (MBU-IS-A) for each Minority Business Enterprise listed on a bidder's form (MBU-F) and submitted at the time of Bid Opening but is not included in the Minority Business Directory published by the Office of Minority Business.

4. Contract with the Minority Business Enterprise: The bidder shall execute a contract with each Minority Business Enterprise for which he has submitted a form (MBU-F) for the performance of work or the supply of goods or services, except as provided in Section D-6 below. The bidder shall submit a copy of said contract to the Awarding Authority as soon as it is executed. The Awarding Authority may disapprove payment for all work performed on a project until a copy of said contract is submitted.

5. Progress Report: Prior to or at the time the general contractor requests from the Awarding Authority payment pursuant to M.G.L.C. 30, S:39G, the general contractor shall submit to the Awarding Authority a Minority Business Utilization Progress Report form (MBU-PR) for each Minority Business Enterprise engaged on the project. A copy of the same shall simultaneously be sent to the

respective Minority Business Enterprise and the Office of Minority Business.

D. Criteria for Determining Compliance with Bid Submission Procedures:

1. Access to Information: The contractor and sub-contractors, shall provide all information and reports requested by the Awarding Authority or the Office of Minority Business and will permit access to its facilities and any books, records, accounts with financial institutions, and other sources of information which may be determined by the Authority or Office of Minority Business to be relevant to compliance with the requirements of Article III. Where the information requested is in the exclusive possession of another party who fails or refuses to furnish information, the contractor shall so report to the Office of Minority Business and shall set forth what effort he has made to obtain this information.

2. Investigation and Review: The Office of Minority Business shall designate a Compliance Monitor to investigate and review the compliance of the apparent lowest, responsive and eligible bidder, and/or any other bidder with the requirements of this section. Such investigations shall be conducted separately for each bidder and a final determination of compliance shall be made.

3. Issuance of Determination of Compliance: The Office of Minority Business shall, based on the above investigations, make a final determination as to whether a bidder is in compliance with the Minority Business Utilization requirements of this article. The written determination of the Office shall include facts and reasons as set forth in paragraphs 4 and 5 below, a copy of which shall be sent to the Awarding Authority and the bidder. A contract between the Awarding Authority and the general bidder shall not be executed until a determination that the bidder is in compliance with this

article has been issued to the Awarding Authority by the Office of Minority Business.

4. General Compliance: Before issuing a determination of compliance, as provided in paragraph 3 above, the Office of Minority Business must find that the bidder has complied generally with the requirements set forth in this Article.

A FINDING BY THE OFFICE OF MINORITY BUSINESS THAT A BIDDER HAS FAILED GENERALLY TO COMPLY WITH THE REQUIREMENTS SET FORTH IN ARTICLE III SHALL CONSTITUTE A SEPARATE BASIS FOR REJECTION OF THE BID, BY THE AWARDING AUTHORITY.

5. Completion of Forms: Before issuing a determination of compliance, as provided in paragraph C above, the Awarding Authority shall make a finding that the forms provided for in Article III, C, 2, 3 and 4, above, are materially complete. If the above forms are materially incomplete, the Awarding Authority shall treat the bid informal as to substance and shall issue a determination of non-compliance. If the above forms are incomplete in other respects, the Awarding Authority shall treat the bid as informal and may waive the informalities upon the satisfactory completion of the required information by the bidder and/or the Minority Business Enterprise. A finding of material incompleteness may constitute separate grounds for rejection. The Office in its discretion may revise all MBE forms from time to time in order to efficiently implement this article.

6. Substitution: In the event that a bidder desires to substitute another Minority Business Enterprise for one named in the

form MBU-7, the bidder shall request in writing, authorization to substitute from the Office of Minority Business and send a copy of the same request to the Minority Business named on the form. The request shall set forth facts and reasons for substitution. After investigating the request the Office of Minority Business shall make a determination whether to authorize the request for substitution. The Awarding Authority shall not under any circumstance authorize a request if the Office of Minority Business determines the purpose of the request is primarily to engage another Minority Business Enterprise at a price lower than the Minority Business Enterprise on form MBU-7 submitted at bid, provided that all substitutions shall be made in conformity with Massachusetts General Laws governing such substitutions. The Office of Minority Business shall be responsible for determining whether the suggested substitution is a bona fide Minority Business Enterprise.

APPENDIX I  
IMPACTED AREAS

1. As provided in Article III, section A, those areas in which a contractor shall expend (30%) on Minority Business Enterprises are described as the following:

Starting at the intersection of Lincoln Street and Stuart Street northerly along Lincoln Street to Essex Street. Thence southerly along Washington Street to Stuart Street. Thence along Stuart Street to Park Street. From Park Street along Stuart Street to Clarendon Street. Thence northwesterly Boylston Street westerly to the Back Bay Fens Park Drive to the Boston-Brookline Town Line, along the Jamaica Way to Bynner Street, southerly along Center Street South Street to Arborway easterly to Forest Hills Square - Hyde Park Avenue southerly to Walk Hill Street. Walk Hill Street to American Legion Highway southerly to Cummins Highway - Greenfield Street, Rector Road to River Street northeasterly to Mattapan Square northerly along River Street to Ridgeway Avenue northerly to Woodhole Avenue and Morton Street. Thence to Pierce Square. Thence northerly along Dorchester Avenue to Columbia Road. Thence turning westerly to Edward Everett Square and Massachusetts Avenue to Midland Division Rail Road northerly to Fitzgerald Expressway northerly along Expressway to point of origin.

2. Any questions as to whether a specific project or part thereof falls within an impacted areas shall be determined by the Director, Office of Minority Business, Room 401, Boston City Hall, at number 726-3135.

## APPENDIX IV

### Minority Business Utilization Identification Statement (MBU-ISA)

A form made available by the Awarding Authority to be completed and signed by the Minority Business Enterprise and containing certain information with respect to the control and ownership of the Minority Business Enterprise. A copy of this form must be forwarded to the Minority Business Office for verification and filed in the Minority Business Enterprise folder.

### Minority Business Utilization Form (MBU-F)

A form made available by the Awarding Authority requesting certain information with respect to work to be performed and goods or services to be supplied by the Minority Business Enterprise. A completed form must be submitted with each general bid, and a copy forwarded to the Minority Business Office.

### Minority Business Utilization and General Contractor's Letter of Intent (MBU-LI)

A form made available by the Awarding Authority to be submitted by the lowest bidder no later than ten working days after bid opening. This form is to be signed by both the general contractor and the Minority Business Enterprise and forwarded to the Minority Business Office.

### Minority Business Utilization Progress Report (MBU-PR)

A report required to be submitted to the Awarding Authority and forwarded to the Minority Business Office at the time of submitting a request to the Awarding Authority either for a reduction in retaining or final payment for completion of a project. The form will indicate the dollar amount to date remitted to the Minority Business Enterprise. The Minority Business Office will be responsible for verification of the reported dollar amounts.

### Final Minority Business Utilization Report (MBU-FPR)

A form made available by the Awarding Authority to be completed by the general contractor upon completion of the project and submitted to the Awarding Authority. The Awarding Authority will forward a copy to the Minority Business Office for verification of final Minority Business Utilization prior to final payment.

CITY OF BOSTON  
OFFICE OF MINORITY BUSINESS ENTERPRISE  
IDENTIFICATION STATEMENT

Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Business Telephone: \_\_\_\_\_

Name(s) and Title(s) of persons completing this statement:

Name:	Title:
_____	_____
_____	_____
_____	_____

1. Legal form of the above named business (check one):

- A. \_\_\_\_\_ Corporation (also, complete item number 11 below)
- B. \_\_\_\_\_ Sole proprietorship (also, complete item number 14 below)
- C. \_\_\_\_\_ General partnership (also, complete item number 12 below)
- D. \_\_\_\_\_ Limited partnership (also, complete item number 13 below)
- E. \_\_\_\_\_ Joint Venture (attach a copy of the executed joint venture agreement)
- F. \_\_\_\_\_ Other (describe): \_\_\_\_\_  
\_\_\_\_\_

2. State the percentage of ownership by members of minority groups in the above named business: \_\_\_\_\_%

For questions 3 through 7 below, identify with an asterisk (\*), those persons who are members of a minority group.

3. If there are any finance (i.e. loan) agreements between the minority and non-minority parties (individuals or businesses) that have an ownership interest in the firm, a copy of such agreements must be submitted with this form.

4. List below the names of all persons who decide the geographical location in which the business will operate:

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5. List below the names of all persons who are signatories to the company's performance bonds:

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6. A. List below the names of all persons authorized to hire and discharge company employees:

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3. Are any of the persons listed in 6(A) authorized to discharge an employee who is a member of a minority group, who also has an ownership interest in the above named business?

       yes        no

7. List below the names of all persons who supervise or manage the jobs performed by the above named business:

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8. Indicate below the source(s) of capital of the minority business enterprise: sources of capital include, but are not limited to: (a) personal savings; (b) proceed from any sale of real or personal property (if sale was transacted within six months prior to this statement, state date when sales contract was executed); (c) personal loan (if made within six months prior to this statement, state date of transaction and name of lender); (d) institutional loan (if made within six months prior to this statement, state date of transaction and name of institution); (e) gift; and (f) other (specify):

\_\_\_\_\_  
 Source(s) of capital (indicate with letter from above)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. If any of the source(s) listed above in item number 8, were a gift, complete the following (use reverse side of page if needed):

Name of donor: \_\_\_\_\_

Date of gift: \_\_\_\_\_

Gift conditions, if any: \_\_\_\_\_

Was the donor a minority person or minority business?

\_\_\_\_\_ yes \_\_\_\_\_ no

10. If any of the source(s) listed above in item number 8, were a personal or institutional loan, complete the following (use reverse side of page if needed):

Name of lender: \_\_\_\_\_

Date of loan agreement: \_\_\_\_\_

Was the lender a minority person or minority institution?

\_\_\_\_\_ yes \_\_\_\_\_ no.

What are the terms of repayment? \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

11. To be completed by corporations only:

A. Number of shares and class authorized:

Shares authorized:

Class:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Number of shares issued as of the date of this statement:

Shares authorized:

Class:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

C. List below the names of all shareholders who are members of a minority group and the number of shares and class held by each such shareholder:

Name:

Shares/Class:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

D. Describe below the voting powers of each class of stock:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- E. Are there any known agreement(s) among the shareholders which restrict the voting powers of shareholders who are members of minority groups:

\_\_\_\_\_ yes \_\_\_\_\_ no

If "yes" is checked, describe below all such restrictions:

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- F. Are there any known restrictions to limit the voting rights of members of minority groups, pursuant to the corporation by-law or articles of incorporation or otherwise?

\_\_\_\_\_ yes \_\_\_\_\_ no

If "yes" is checked, describe below all such restrictions:

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Are shareholders who are members of a minority group aware of the above restrictions that incumber their voting rights?

\_\_\_\_\_ yes \_\_\_\_\_ no

- G. List below the names of all members of the Board of Directors. Identify with an asterisk(\*) those directors who are members of a minority group.

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- H. State the names of all minority persons who are officers of the corporation and their position(s):

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- I. Describe and explain any changes in the duties, powers, by-laws, or personnel made during the past six months with respect to principals, officers and directors of the corporation:

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12. To be completed by general partnership only:

- A. List below the names of all partners and the amount of each partner's initial investment. Identify with an asterisk (\*) those partners who are members of a minority group:

Name:

Amount:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

3. If any of the partners obtained their interest within the last six months state the names, date interest was acquired, and purchase price and from whom said interest was acquired:

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13. To be completed by limited partnerships only:

- A. List below the names of all the general partnerships and each general partners initial investment. Identify with an asterisk (\*) those general partners who are members of a minority group:

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3. List below the names of all the limited partners and each limited partner's initial investment. Identify with an asterisk (\*) those limited partners who are members of a minority group:

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- C. If a corporation is a general partner, state the percentage of shares in the corporation owned by minority persons:

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- D. If any of the general or limited partners obtained their interest within the last six months, state the names, date interest was acquired, purchase price, and from whom said interest was acquired:

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14. To be completed by sole proprietorships only:

If title to the business was sold or made a gift to the present owner state:

- A. The date that title was transferred to the present owner:

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- B. The name(s) of the previous owner(s) of the business:

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- C. The purchase price, if the business was sold \$ \_\_\_\_\_

## 15. To be completed by suppliers only:

- A. Does your business stock, on property owned or leased by the business, the goods that you supply to customers?

\_\_\_\_\_ yes \_\_\_\_\_ no

If "yes", what is the estimated average value of goods that are stocked during the period of one month? \$ \_\_\_\_\_

- B. Does your business take ownership title to the goods supplied to customers?

\_\_\_\_\_ yes \_\_\_\_\_ no

If "yes", for what period of time is title normally retained?

- C. What are the main line of products supplied by your business?

- D. Does your business insure goods (i.e. for damage, theft, or fire) that are supplied to customers?

\_\_\_\_\_ yes \_\_\_\_\_ no

If "yes", describe the type of insurance:

- E. Does your business, normally acquire a performance bond for supply contracts with customers?

\_\_\_\_\_ yes \_\_\_\_\_ no

If "yes", what is the capacity of your bonding? \$ \_\_\_\_\_

F. In the event of dissatisfaction on the part of a customer, due to untimely delivery, damaged or defective goods, or failure to perform by your business, to whom does the customer have legal recourse?

\_\_\_\_\_  
Your business

\_\_\_\_\_  
Manufacturer

\_\_\_\_\_  
Other (specify)

\_\_\_\_\_  
Explain if customer has legal recourse to more than one party

16. Operational Background:

A. Equipment (list major pieces of equipment below as indicated):

Equipment:

Model:

Present Value:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Plant (describe owned or leased warehouse, office and yard below as indicated):

Address

General  
Distribution

Sq. Ft.

Present Value  
(In the case of  
lease, state the  
amount of periodic  
payment)

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**(To be completed by contractors only)**

**A. List all jobs completed in the past twelve months.  
(use additional sheets as necessary)**

[illegible]



3. Trade background (for the principals involved with the business provide the following information or attach resumes):

Name: \_\_\_\_\_

Construction experience: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Licenses: \_\_\_\_\_

Name: \_\_\_\_\_

Construction experience: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Licenses: \_\_\_\_\_

Name: \_\_\_\_\_

Construction experience: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Licenses: \_\_\_\_\_

Name: \_\_\_\_\_

Construction experience: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Licenses: \_\_\_\_\_

- C. Trade references (sub-contractors of material suppliers that you have now, or have had in the past under contract):

Name: Address: Telephone Number:

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- D. Numbers of Employees:

Office: \_\_\_\_\_

Permanent Supervisors: \_\_\_\_\_

Average number of workers during the past twelve months:

---

18. Minority Business Certification by owner(s) or principals:

I hereby certify that \_\_\_\_\_  
(Print full name of business)

is a Minority Business Enterprise as defined below:

- A. Minority Business Enterprise (or minority business) means a business organization which is beneficially owned by one or more minority group members as follows:
1. The business must be at least 51% beneficially owned by minority group members.
  2. The minority owners must demonstrate they have control over management.
  3. The firm has not been solely established for the purposes of taking advantage of a special program which has been developed to assist minority businesses.

Beneficial ownership and control shall be indicated by at least the following where applicable to the particular form of business organization: ownership of each class of stock; unrestricted voting rights; right to receive profits and all other benefits attached to ownership; and evidence of majority participation in the management of the enterprise.

The Office of Minority Business reserves the right to deem the existence of any agreements, options, rights of conversion or other restraints which may be exercised within three years and which, if exercised, could reduce minority ownership or control to less than the requisite percentage to be grounds for rejection of the existing enterprise as a minority business enterprise.

3. Minority group member means a person with a permanent residence in the United States who is Aleut, Asian (including the Continent of India), Black, Cape Verdean, Eskimo, North American Indian, Pacific Islander or Western Hemisphere Hispanic.

Under the pains and penalties to perjury the above information contained in this Identification Statement is true, complete and accurate.

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF BOSTON  
MINORITY BUSINESS UTILIZATION FORM (MBU-F)

Name of Project: \_\_\_\_\_

Number of Project: \_\_\_\_\_

Total dollar amount of bid: \_\_\_\_\_

Minority Business Enterprise Participation: \_\_\_\_\_

(a) Name of General Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

(b) If the General Bidder is a Minority Business Enterprise check here: \_\_\_\_\_

List below all proposed Minority Business Enterprises (contractors, suppliers, vendors) the services they will provide and the approximate amount of money they will receive:

Name: \_\_\_\_\_

Service or Supplies

Address: \_\_\_\_\_

Telephone # \_\_\_\_\_

Amounts \$ \_\_\_\_\_

Name: \_\_\_\_\_

Service or Supplies

Address: \_\_\_\_\_

Telephone # \_\_\_\_\_

Amounts \$ \_\_\_\_\_

Name: \_\_\_\_\_

Service or Supplies

Address: \_\_\_\_\_

Telephone # \_\_\_\_\_

Amounts \$ \_\_\_\_\_

Name: \_\_\_\_\_

Service or Supplies

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone # \_\_\_\_\_

Amounts \$ \_\_\_\_\_

Name: \_\_\_\_\_

Service or Supplies

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone # \_\_\_\_\_

Amounts \$ \_\_\_\_\_

Name: \_\_\_\_\_

Service or Supplies

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone # \_\_\_\_\_

Amounts \$ \_\_\_\_\_

Name: \_\_\_\_\_

Service or Supplies

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone # \_\_\_\_\_

Amounts \$ \_\_\_\_\_

Total of listed amounts \$ \_\_\_\_\_

I hereby certify that the dollar amount expended of the listed Minority Business Enterprises is at least \_\_\_\_\_% of the total contract price for the above named project, and that the foregoing and attached information is true, accurate and complete to the best of my knowledge.

Authorized signature of  
General Contractor

\_\_\_\_\_  
\_\_\_\_\_  
(Print the signed name/title)

CITY OF BOSTON  
MINORITY BUSINESS AND GENERAL CONTRACTOR'S  
LETTER OF INTENT (MBU-LI)

Project Number: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Amount \$ \_\_\_\_\_

(a) Name of General Contractor: \_\_\_\_\_

(b) Name of Minority Business Enterprise: \_\_\_\_\_

1. The above named Minority Business Enterprise agrees to perform work/supply goods and or services in connection with the above named project and the above named general contractor as:

(a) \_\_\_\_\_ An individual \_\_\_\_\_

(b) \_\_\_\_\_ A partnership \_\_\_\_\_

(c) \_\_\_\_\_ A corporation \_\_\_\_\_

(d) \_\_\_\_\_ A joint venture \_\_\_\_\_

Please attach a copy of the joint venture agreement.  
Please attach a copy of all financial agreements between corporate and personal members of the joint venture.

2. (Check one) My minority status is confirmed:

(a) \_\_\_\_\_ On the reference list of Minority Business Enterprise made available by the City of Boston, Office of Minority Business Enterprise.

(b) \_\_\_\_\_ By approval of the Office of Minority Business (requires submission of MBU-IS).

3. The above named general contractor and Minority Business Enterprise intend to work together on the above named project in accordance with terms of the Minority Participation Section of the City of Boston Contract Provision.

---

Signed General Contractor

---

Signed Minority Business  
Enterprise

---

Date/Title

---

Date/Title



CITY OF BOSTON  
MINORITY BUSINESS UTILIZATION  
PROGRESS REPORT (MBU-PR)

Project Number: \_\_\_\_\_

Project Location: \_\_\_\_\_

Date: \_\_\_\_\_

(a) Name of General Contractor: \_\_\_\_\_

(b) Name of Minority Business Enterprise: \_\_\_\_\_

This progress report is to be submitted to the Awarding Authority at the time of submitting a request for payment. Copies of the report must be sent to the Minority Business Enterprise named above and the Office of Minority Business. (See Article III Paragraph C-5 of the Contract Provision for Minority Participation for details).

- - -

1. The dollar amount indicated \_\_\_\_\_ on the Minority Business Utilization form (MBU-F) to be received by the above named Minority Business Enterprise.

\$ \_\_\_\_\_

2. The amount remitted to the Minority Business Enterprise as of the above date for work performed under this project.

\$ \_\_\_\_\_

3. Balance due the Minority Business Enterprise as of the above date for work performed under the above named project.

\$ \_\_\_\_\_

4. Comments or explanation for any discrepancies between the amounts indicated under items 1 and 2 above:

\_\_\_\_\_  
\_\_\_\_\_

5. I hereby certify that the information supplied herein  
(including pages attached) is correct and complete.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF BOSTON  
FINAL MINORITY BUSINESS UTILIZATION REPORT  
(MBU-FPR)

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Bid Price: \_\_\_\_\_

Percentage or amount of Minority Business Participation: \_\_\_\_\_

1. General Contractor Information.

(a) Name of General Contractor: \_\_\_\_\_

(b) Address: \_\_\_\_\_

(c) Telephone : \_\_\_\_\_

2. Minority Business Information.

(a) Name of Minority Business Enterprise: \_\_\_\_\_

(b) Address: \_\_\_\_\_

(c) Telephone : \_\_\_\_\_

Please state the total dollar amount received by the Minority Business Enterprise on the above named project: \$ \_\_\_\_\_

3. I heraby certify that the above listed amount is correct and accurate to the best of my knowledge.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXAMPLE FOR WRITE-UP FOR CITY RECORD

NO BID FOR THE AWARD OF THIS PROJECT WILL BE CONSIDERED ACCEPTABLE UNLESS THE GENERAL CONTRACTOR COMPLIES FULLY WITH THE FOLLOWING REQUIREMENTS FOR MINORITY BUSINESS ENTERPRISE UTILIZATION.

PURSUANT TO THE SUPPLEMENTAL MINORITY PARTICIPATION AND RESIDENT PREFERENCE SECTION OF THIS CONTRACT, THE GENERAL CONTRACTOR MUST GIVE SATISFACTORY ASSURANCE THAT AT LEAST \_\_\_\_\_% OF HIS BID PRICE SHALL BE EXPENDED FOR MINORITY BUSINESS ENTERPRISE. FOR THE PURPOSES OF THIS PARAGRAPH, THE TERM MINORITY BUSINESS ENTERPRISE MEANS A BUSINESS ORGANIZATION IN WHICH 51% OF THE BENEFICIAL OWNERSHIP AND CONTROL IS HELD BY ONE OR MORE MINORITY PERSONS (BLACK, HISPANIC, ASIAN-AMERICAN OR AMERICAN INDIANS).

INCLUDED WITH THE CONTRACT DOCUMENTS ARE COPIES OF THE "MINORITY BUSINESS UTILIZATION FORM", "MINORITY BUSINESS IDENTIFICATION STATEMENT", "MINORITY BUSINESS UTILIZATION PROGRESS REPORT" AND THE "MINORITY BUSINESS AND THE GENERAL CONTRACTOR'S LETTER OF INTENT".

EACH GENERAL CONTRACTOR MUST COMPLETE, SIGN AND FILE WITH HIS BID THE MINORITY BUSINESS UTILIZATION FORM. FAILURE TO DO SO WILL RESULT IN THE REJECTION OF THE BID PROPOSAL. THE LOWEST RESPONSIVE AND ELIGIBLE BIDDER IS REQUIRED TO SUBMIT A MINORITY BUSINESS AND GENERAL CONTRACTOR LETTER OF INTENT. THE LETTER OF INTENT SHALL BE COMPLETED AND SIGNED BY THE MINORITY BUSINESS ENTERPRISE AND THE GENERAL CONTRACTOR NO LATER THAN (10) TEN WORKING DAYS AFTER GENERAL BID OPENING. THE LOWEST BIDDER MUST ALSO SUBMIT A MINORITY BUSINESS IDENTIFICATION STATEMENT FOR EACH MINORITY BUSINESS NOT INCLUDED ON THE CITY OF BOSTON MINORITY BUSINESS DIRECTORY.

ALL CONTRACTORS SHALL ALSO AVAIL THEMSELVES OF THE CITY OF BOSTON MINORITY BUSINESS DIRECTORY PUBLISHED BY THE CITY THROUGH THE OFFICE OF MINORITY BUSINESS TO FACILITATE COMPLIANCE WITH THESE REQUIREMENTS.

THE MINORITY BUSINESS OFFICE IS LOCATED IN ROOM 401 CITY HALL, BOSTON, MASSACHUSETTS 02201, TELEPHONE NUMBER 725-3133 OF 6.

CITY OF BOSTON  
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION  
AND AFFIRMATIVE ACTION PROGRAM CONTRACT PROVISION.

- I. For purposes of this Contract, including, but not limited to, the affirmative action scope of work, indemnification, liability, and/or amending clauses, as each pertains to the fulfillment of the Affirmative Action goals and requirements of the City of Boston, hereinafter referred to as the City, "Minority" refers to all persons who are either Black, Spanish American Surnamed, Oriental, American Indian and/or Women. Also, "Compliance Unit" refers to the City's Contract Compliance Unit of the Affirmative Action Office.
- II. During the performance of this Contract, the Contractor and all subcontractors, hereinafter collectively referred to as the Contractor, for (her) himself, his/her designee, assignee, and/or successors in interest, agree as follows:
  1. In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, National origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer, recruitment advertising, recruitment, layoff, termination, rates of pay or other privileges of employment, and/or selection for apprenticeship. The Contractor shall post hereinafter in conspicuous places, available for employees and applicants for employment, notices

City of Boston's Amended Affirmative Action Plan, a not less than thirty per cent (30%) ratio of minority employee man hours to total employee man hours in each job category, including but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and other classes of work designated by the Mayor's Office for Affirmative Action. In all other areas of the City of Boston a not less than ten per cent (10%) ratio of minority employee man hours to total employee man hours in each job category, including but not limited to, bricklayers, carpenters cement masons, electricians, ironworkers, operating engineers, and other classes of work designated by the Mayor's Office for Affirmative Action.

2. If, at any time, the Contractor intends to sublet a portion or portions of the work under a Contract, including any "specialty items" which may be included as part thereof, said Contractor shall:
  - A. contact qualified minority contractors and grant to such contractors at least equal consideration with non-minority contractors in any negotiations for subcontracts under this Contract, whether such negotiations occur prior to or after the award and execution of this Contract;
  - B. where the project is to be performed in the impacted area, (described in Section III, No. 1 above), the contractor will execute with qualified minority contractors,

establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

3. The Contractor shall prepare projected manning tables on a quarterly basis. These shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also when up-dated, to the Compliance Unit and Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the Compliance Unit and to the Liaison Committee on request.
5. The Contractor shall prepare weekly reports in a form approved by the Compliance Unit of hours worked in each trade by each employee, identified as minority or non-minority, male or female. Copies of these shall be provided at the end of each such week to the Compliance Unit and to the Liaison Committee.

- V. In the employment of journeymen, apprentices, trainees and advanced trainees, the Contractor shall give preference, first, to citizens of the City of Boston who are qualified to perform the work to which the employment relates, and, secondly, to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States. Contractors shall be as part of the bidding process and where requested by the

IX. Compliance-Information, Reports and Sanctions

1. The Contractor will provide all information and reports required by the Contracting Department or the Compliance Unit on instructions issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the Compliance Unit to affect the employment of personnel. This provision shall apply only to information pertinent to the City's Supplementary Affirmative Action Contract Requirements. Where information required is the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Contracting Department or the Compliance Unit as appropriate and shall set forth what efforts he/she has made to obtain the information.
2. Whenever the Contracting Department, the Compliance Unit, or the Liaison Committee believes the General Contractor or any Subcontractor may not be operating in compliance with the terms of this Section, the Compliance Unit directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the Compliance Unit or its agent finds the General Contractor or any subcontractor not in compliance, it shall make a preliminary report of non-compliance, and notify such Contractor in writing of such steps as will, in the judgement of the Compliance Unit or its agent, bring such Contractor into



(d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering agency for a period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions a Contractor is able to demonstrate that he/she is in compliance with this Section, he/she may request the Contracting Department, in consultation with the Compliance Unit, to suspend the sanctions conditionally, pending a final determination by the Compliance Unit as to whether the Contractor is in compliance. Upon final determination of the Compliance Unit, the Unit shall either lift the sanctions or reimpose them.
4. Sanctions enumerated under Sections IX-2 shall not be imposed by the Compliance Unit except after a public hearing, as that term is used in the Amended Affirmative Action Program Policy, has been conducted. No investigation by the Compliance Unit or its agent shall be initiated without prior notice to the Contractor.

X. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

## THE COMMONWEALTH OF MASSACHUSETTS

SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY  
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

- I. For purposes of this contract, "minority" refers to Asian-Americans, Blacks, Spanish Surnamed Americans, North American Indians, and Cape Verdeans. "Authority" refers to the Boston Redevelopment Authority.
- II. During the performance of this contract, the Contractor and all of (his/her) Subcontractors (hereinafter collectively referred to as the Contractor), for himself/herself, his/her assignees, and successors in interest, agree as follows:
  1. In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by Commission setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).
  2. In connection with the performance of work under this contract, the Contractor, shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate or compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age, or sex. A purpose of the provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Commonwealth public construction projects.
- III. 1. As part of his/her obligation of remedial action under the foregoing section, the Contractor shall maintain on this project a not less than 12.70 percent ratio of minority employee man hours to total man hours in each job category including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter

2. In the hiring of minority journeymen, apprentices, trainees, and advanced trainees, the Contractor shall rely on referrals from a multi-employer affirmative action program approved by the Authority, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the Authority.
- IV.
1. At the discretion of the Authority there may be established for the life of this contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering this project, hereinafter called the administering agency, the Authority and such other representatives as may be designated by the Authority in conjunction with the administering agency.
  2. The Contractor (or his agent, if any, designated by him as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
  3. The Contractor shall prepare projected manning tables on a quarterly basis. These shall be broken down into projections, by week, or workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also when updated, to the Authority and Liaison Committee.
  4. Records of employment referral orders, prepared by the Contractor, shall be made available to the Authority and to the Liaison Committee on request.
  5. The Contractor shall prepare weekly reports in a form approved by the Authority of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these shall be provided at the end of each such week to the Authority and to the Liaison Committee.
- V.
- If the Contractor shall use any subcontractor on any work performed under this contract, he shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the Office of Minority Business Assistance (within the Executive Office of Communities and Development or its designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.

VI. In the employment of journeymen, apprentices, trainees and advanced trainees, the Contractor shall give preference, first, to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly, to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States.

VII. A designee of the Authority and a designee of the Liaison Committee shall each have right of access to the construction site.

VIII. Compliance with Requirements

The Contractor shall comply with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975, and the Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.

IX. Non-Discrimination

The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors or in the procurement of materials and rentals of equipment.

X. Solicitations for Sub-Contracts, and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and affirmative action.

XI. Compliance-Information, Reports and Sanctions

1. The Contractor will provide all information and reports required by the administering agency or the Authority on instructions issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the Authority to affect the employment personnel. This provision shall apply only to information pertinent to the Commonwealth supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering agency or the Authority as appropriate and shall set forth what efforts he has made to obtain the information.

2. Whenever the administering agency, the Authority, or the Liaison Committee believes the General Contractor or any Subcontractor may not be operating in compliance with the terms of this Section, the Authority directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the Authority or its agent finds the General Contractor or any sub-contractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgement of the Authority or its agent bring such Contractor into compliance. In the event that such Contractor fails or refuses to fully perform such steps, the Authority shall make a final report of non-compliance, and recommend to the administering agency the imposition of one or more of the sanctions listed below. If, however, the Authority believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. Within fourteen days of the receipt of the recommendations of the Authority, the administering agency shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

- a. The recovery by the administering agency from the General Contractor of 1/100 of 1% of the contract award price or \$1,000 whichever sum is greater, in the nature of liquidated damages or, if a Subcontractor is in non-compliance, the recovery by the administering agency from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, or 1/10 of 1% of the subcontract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply;
- b. The suspension of any payment or part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
- c. The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate with a specified time his/her compliance with the terms of the contract;
- d. The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering agency for a period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions a Contractor is able to demonstrate that he is in compliance with this Section, he may request the administering agency, in consultation with the Authority, to suspend the sanctions conditionally, pending a final determination by the Authority as to whether the Contractor is in compliance. Upon final determination of the Authority, the administering agency, based on the recommendation of the Authority, shall either lift the sanctions or reimpose them.
4. Sanctions enumerated under Section XI shall not be imposed by the administering agency except after an adjudicatory proceeding, as that term is used M.G.L. c. 30A, has been conducted. No investigation by the Authority or its agent shall be initiated without prior notice to the Contractor.

## XII. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

MINIMUM MINORITY PERCENTAGES TO BE APPLIED TO  
STATE AND STATE ASSISTED CONTRACTS  
WITHIN THE COMMONWEALTH OF MASSACHUSETTS

The following percentages shall apply:

No Less Than

Boston:	Impact Area (Jamaica Plain (part), Mattapan, South Cove, Chinatown, Bay Village, Roxbury, Dorchester, South End)	30%
	Others	10%
Cambridge		12%
New Bedford		18%
Springfield		10%
All other cities and towns		5%

BOSTON REDEVELOPMENT AUTHORITY  
EQUAL OPPORTUNITY COMPLIANCE POLICY

June 12, 1975

To assure execution of Affirmative Action to provide equal employment opportunity and prevent discrimination regardless of race, sex, religion, color or national origin, in accordance with Executive Order of the President No. 11246, as amended by 11375, the Boston Redevelopment Authority establishes the following policies, practices and procedures for the selection of contractors and subcontractors, site preparation, demolition, rehabilitation construction, service contracts and redevelopment programs under the Authority's jurisdiction and control:

I. Every proposed contract to which the Authority is a party for professional or technical services, including those for planning, design, engineering and appraisal work shall be submitted to the Contract Compliance Officer for Equal Opportunity, hereinafter referred to as "Compliance Officer." The Authority whenever possible will solicit minority contractors to submit bids and proposals for any of the above-mentioned contracts. The Authority will propose coventuring and joint venturing with minority contractors whenever possible. If the proposed firm has dealt previously with the Authority the Compliance Officer will review the record of its affirmative be submitted for the Authority's approval until a written evaluation of these employment practices has been prepared by the Compliance Officer. The Contract Compliance Officer may recommend to the Director of the Authority that any proposed contractor with the Authority comply with such of the following requirements of this Equal Opportunity Compliance Policy, as the Director of the Authority may deem appropriate.

II. Prior to the conveyance of any real property, there must be submitted, together with the developer's form of construction contract, before said contract is executed, a "Plan of Affirmative Action for Equal Opportunity" prepared by the proposed contractor containing the following information:

1. A statement of contractor's current policy with respect to equal opportunity; a description of how this policy is implemented and the extent of the contractor's achievement in the employment of minorities.

2. A statement of the contractor's goal to utilize an adequate representation of minority subcontractors on this project.

3. Identification of the goals which the contractor has established for the employment of minority groups on the project, and of the affirmative action which he will take to insure or facilitate their employment, including:

- a) Professional, technical and clerical personnel;
- b) Field and/or construction personnel;
- c) Employees of subcontractors;
- d) Employees of suppliers; and
- e) Apprenticeship and upgrading.



4. An estimate of the anticipated total minority employment by category and trade.

5. One copy of each pertinent Union Collective Bargaining Agreement.

6. A statement of the contractor's anticipated plan for affirmative action for equal opportunity in connection with any contemplated co-venture, or joint venture.

7. A letter of intent between the developer and the contractor, in form acceptable to the Authority, requiring the contractor to perform in accordance with this Equal Opportunity Compliance Policy and under the Land Disposition Agreement between the Authority and the developer, and further requiring the contractor to insert a complete text of the non-discrimination clause of Section 202, 1 through 7 of the President's Executive Order No. 11246 in every contract, subcontract and purchase order, and an executed copy of the Bid Conditions Certificates. Said section 202 is hereby incorporated and made a part of this Equal Opportunity Compliance Policy by reference.

8. Evidence that the contractor will require the submission of such a Plan for Affirmative Action by proposed subcontractors and will wait await review of each such plan by the Compliance Officer prior to the execution of the subcontract.

After the contractor has submitted its Plan for Affirmative Action, and prior to execution of the construction contract and subcontracts:

1. The developer and his proposed prime contractor and subcontractor will request the Compliance Officer to hold a pre-award conference. No work shall be performed nor contracts executed with the prime or the sub-contractors until the developer or the contractor has been notified in writing of the Contract Compliance Officers approval. At the pre-award conference(s) the contractors will be examined to determine their compliance posture and guided in such revisions and improvements in its Plan for Affirmative Action and equal opportunities as the Contract Compliance Officer may deem appropriate. At all pre-award meetings the Compliance Officer will urge utilization of minority subcontractors. The developer shall be recommended to the Authority as being in breach of the Land Disposition Agreement for failure by any of the parties to comply with above revisions.

2. The Contract Compliance Officer shall investigate the proposed contractor's prior records in Affirmative Action for Equal Opportunity and submit findings in writing to the Director of the Authority, together with a written evaluation of the proposed prime contractor's Plan for Affirmative Action.

3. No approval will be given by the Director with respect to a proposed construction contractor or subcontractor until the written recommendations of the Contract Compliance Officer have been considered.

III. The Authority's closing attorney at the request of the Contract Compliance Officer will arrange a pre-closing conference with the developer and the approved contractor and approved subcontractors. The conference will be attended by the closing attorney and the Contract Compliance Officer, with representation from the HUD regional office where required. The following matters will be discussed at the conference:

1. The prime contractor's responsibility for following up on affirmative action by subcontractors.

2. Instructions to the contractor for maintenance on the site of a daily report on employment showing total number and non-whites employed by trade, and for the submission of bi-monthly labor reports to the Contract Compliance Officer.

3. Instructions to the contractor for providing each of his subcontractors with the required forms for public posting.

4. Instructions to the contractor for notifying all unions of equal opportunity requirements of his contract.

5. Contractor's responsibility for recruitment efforts in the utilization of minority group subcontractors.

6. Other aspects of affirmative action including apprentice and other training programs.

7. BRA procedure for insuring and facilitating affirmative action.

8. Urge representative use of minority subcontractors.

9. Advise the contractor to appoint a responsible officer of his organization as Equal Opportunity Officer for this project.

Any contractor who is a participant, in or is a member of an organization or association which participates in, an area-wide equal employment opportunity program (Boston Plan) which is approved by the Department of Housing and Urban Development and the Office of Federal Contract Compliance for the purpose of effectuating the goals of Executive Order 11246, shall be exempt from the requirement of developing and maintaining a written affirmative action program.

IV. The Contract Compliance Officer will furnish the Director with bi-monthly reports on the progress of the equal opportunity program development. Where indicated the Contract Compliance Officer will:

1. Discuss failures to comply with the developer and the contractor.

2. Undertake on-site review of employment.

3. Recommend appropriate action to insure compliance with these policies and procedures.

B. In any case in which a contractor or subcontractor fails to adhere to the provisions of this Equal Opportunity Compliance Policy or its Plan for Affirmative Action, or fails to make every positive and acceptable effort to do so, the developer shall be recommended to the Authority as being in breach of the Land Disposition Agreement. The Director will notify any such developer and will exercise whatever sanctions necessary to effect compliance. The contractor and/or sub-contractor may be declared ineligible by the Authority for further approval for work on Government contracts, Urban Renewal Parcels and Federally-Assisted construction contracts.

## SPECIAL CONDITIONS

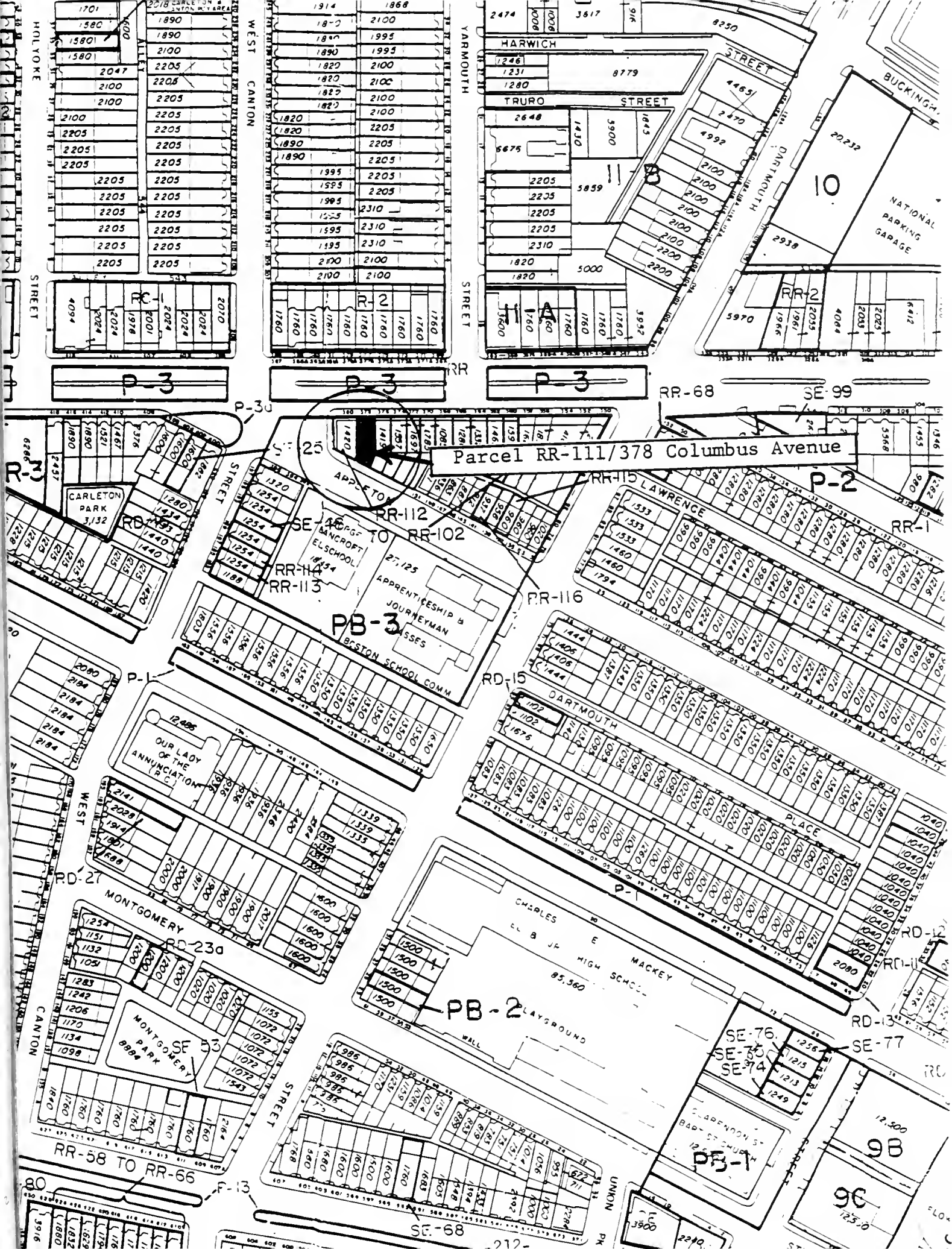
### SPECIAL CONDITIONS FOR CONTRACT FOR STRUCTURAL AND FACADE REPAIR WORK 378 COLUMBUS AVENUE

#### PROJECT SITE

The Project Site is in the South End Urban Renewal Area, Project No. Mass. R-56.

#### GENERAL DESCRIPTION OF WORK

1. The work to be done under this contract includes the demolition of the old storefront construction, the repair of structural faults, the removal of old and deteriorated cornice, gutters and mansard roofing, the replacement of the old storefronts with a new masonry wall at the basement and street level, a new bowfront window structure, and the installation of new concrete masonry front stairs.
2. The work shall be performed as described herein together with all incidental work outlined in the specifications, or obviously implied and necessary to complete the work in full accordance with these Specifications and other Contract Documents, City Building Codes and regulations, and the directions of the Authority.
3. The work shall include furnishing all labor, tools, supplies, materials and equipment; shoring as required by existing conditions; construction as indicated or required and directed; protecting existing structures, properties and utilities, cleaning up the site, and performing any and all other miscellaneous items required to complete the work in its entirety; all under the supervision of the Authority or their duly authorized representatives.
4. The contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on the site, the sidewalk, or in the public street adjacent to the work, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Authority may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. The contractor shall also comply with the "Construction Safety and Health Regulations" of the Occupational Safety and Health Administration United States Department of Labor.



Parcel RR-111/378 Columbus Avenue

## TIME FOR COMPLETION AND SEQUENCE OF WORK

1. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Authority in the Notice to Proceed to the Contractor and shall be fully completed within 90 days thereafter. The Contractor shall employ sufficient equipment and workmen to complete the construction as expeditiously as possible as directed by the Chief of Rehab of the Authority. If, in the opinion of the Authority, the progress of the work the Contractor does not, at any time, clearly demonstrate that complete of the installations will meet with the approval of the Authority, the Authority reserves the right to require the Contractor to employ such additional equipment and workmen as required, and to work overtime hours to assure completion dates, all without additional cost to the Authority.

## LIQUIDATED DAMAGES

1. As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Authority the sum of One Hundred Dollars (\$100) as fixed, agreed and liquidated damages for each calendar day of delay from the date stipulated for completion, or as modified in accordance with Section 109.0 - CHANGES IN THE WORK under General Conditions, PART 1, until such work is satisfactorily completed and accepted.

## RESPONSIBILITIES OF CONTRACTOR

1. Except as otherwise specifically stated in the Contract Documents, and Technical Specification, the Contractor shall provide and pay for all materials, tools, labor, equipment, water, light, heat, power, transportation, super-intendence, temporary construction of every nature, charges, levies, fees or other expenses, and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract for Architectural Restoration, complete in every respect within the specified time.
2. The Authority shall be in receipt of a certificate from each manufacturer verifying conformance to the specifications and warranting the quality of all equipment and materials prior to their use by the Contractor.
3. The Contractor shall verify dimensions and locations shown on any plan or details and if any inconsistencies or discrepancies should be noted thereon, or with actual field conditions, or with the Specifications, he shall immediately notify the Authority. The Contractor will be held responsible for any errors resulting from his failure to exercise the aforementioned precaution.

This section is particularly pertinent on restoration work, since doors, windows, belt line, featured trim, cornices, hardware, dimensions, sizing and material usage must be restored or repaired or replaced to match the original.

4 a. The Contractor shall satisfy himself as to the existing conditions of the areas in which he is to perform his work. The Authority will decide any disputed questions regarding the performance of the work, access to and cleaning up the site.

b. It is the Contractor's responsibility to make his own investigation and related assumptions and to satisfy himself as to subsurface conditions and to ensure these are reflected in the bid.

5. As soon as the Contract is executed, the Contractor shall order materials, submit an outline of procedures and a construction schedule as hereinafter specified. When the Authority gives the Notice to Proceed, the work of construction shall begin at the time stipulated therein and shall be completed within the Time for Completion specified.

6. The Contractor's attention is called to the necessity of obtaining building permits and arranging for inspection by the Buildings Department of the City of Boston. The Contractor shall pay all required fees to the City of Boston.

## COMMUNICATIONS

1. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
2. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Authority), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepared to any telegraph company for transmission, in each case addressed to such office.
3. All papers required to be delivered to the Authority shall, unless otherwise specified in writing to the Contractor, be delivered to the Boston Redevelopment Authority, at New City Hall, Room 920, Attention Rehabilitation Department, Boston, Massachusetts, and any notice to or demand upon the Authority at such address, or to such other representatives of the Authority or to such other address as the Authority may subsequently specify in writing to the Contractor for such purpose.
4. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

## PARTIAL USE OF SITE IMPROVEMENTS

1. The Authority, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if, in its opinion, each such section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:
2. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor.
3. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
4. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or due to poor workmanship.
5. The period of guarantee stipulated in the Section - GENERAL GUARANTY under GENERAL CONDITIONS, PART 1, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.



## CONTRACT DOCUMENTS AND DRAWINGS

1. The Authority will furnish the Contractor without charge 6 copies of the Contract Documents. Additional copies requested by the Contractor will be furnished at cost. There is no separate set of drawings for this Contract.

## CONSTRUCTION SCHEDULES

1. The Contractor must submit a construction schedule to the Authority indicating the general sequence of all work under this Contract. The schedule shall define an intended sequence of work which will minimize inconvenience to the residents and to the public; the Contractor shall anticipate the possibility of having to work at premium hours to accomplish this intent. This schedule must be submitted within 10 days of the date of Contract execution and shall be revised, if required, to the satisfaction of the Authority.
2. The construction operations in the field shall be subject in all respects to the approval of the Authority. The Contractor shall plan his work in an orderly manner and shall coordinate all work, whether performed by himself or his subcontractors, to permit the expeditious completion of the work to be performed under this Contract.

No existing power, light, communications, gas, drainage, sewerage or water facility nor any other existing facility shall be interrupted until approved temporary facilities are provided, or special permission is obtained from the Authority.

## SHOP AND WORKING DRAWINGS

1. The Contractor shall furnish six copies of any shop drawings which may be required.
2. The Contractor shall be responsible for the prompt submission of all shop and working drawings so that there will be no delay in the work.
3. The approval of shop and working drawings will be general and shall not relieve the Contractor from the responsibility for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required by the Contract.

## PROVISIONS FOR TRAFFIC

1. The Contractor shall not close or obstruct any portion of the street without obtaining permits therefor from the proper municipal authorities. If the street shall be rendered unsafe by the Contractor's operations, he shall make such repairs as shall be acceptable to the Authority.
2. The Contractor shall cooperate in every way possible with the municipal authorities maintaining traffic flow. The Contractor shall notify the Boston Fire Department when the street is to be closed regardless of the length of time or time of day.

3. All barricades shall be signed and lighted and approved by the Authority.

#### SITE INSPECTION

1. It shall be contingent upon the Contractor to inspect the Site as an aid to determining the extent of his work under the Contract prior to submission of his bid.

#### PROTECTION OF EXISTING STRUCTURES

1. All existing walks, pipes, conduits, stairways, curbing, walls, buildings and other structures which are to remain in place shall be carefully supported and protected from injury by the Contractor without additional compensation, and in case of injury, they shall be restored by him without compensation therefore to as good condition as that in which they were found in the opinion of the Authority.
2. The Contractor shall take all necessary measures and conduct all of his operations such as to protect supporting walls and foundations of buildings and other structures immediately adjacent to the Restoration Work.

#### SAFETY

1. The Contractor is referred again to Section 120.0.
2. All safety standards and regulations of the City of Boston, the Commonwealth of Massachusetts, the Occupational Safety and Health Act (OSHA), and the Mutual of Safety of the Association of General Contractors shall be followed by the Contractor and the Contractor shall include in his bid all costs for such compliance.

#### WORK QUALITY SUBMISSIONS FOR PARTIAL PAYMENTS (See Sections 107.0 and 108.0).

1. The Contractor shall compare his work quantity reports with those of the Engineer as the work progresses and his cumulative totals on a continuous basis as the Engineer may require. At least once each week the Contractor shall make a formal submission of work quantity reports for comparison and approval by the Engineer.
2. Estimates for payments are generally made on a monthly basis, although the period varies. Any quantity reports submitted later than seven calendar days prior to the date established by the Engineer for submission of a partial payment request will not be included.
3. Any violation of any provision of the Specifications which the Engineer deems hazardous to the public or which in his opinion endangers property or the work and which is not remedied at the time for submission of a monthly payment estimate, shall be considered sufficient reason for withholding such submission.

## NOISE CONTROL

1. Equipment to be employed on this site shall not produce a noise level preceding the following limits in Db(A) at a distance of 50 feet from the equipment under test (G.S.A. permissible noise levels).

### Equipment

Earthmoving	
front loader	75
backhoes	75

Materials Handling	
concrete mixer	75
concrete pump	75
crane	75
derrick	75

Stationary	
pumps	75
generators	75
compressors	75

Impact	
jack hammers	75
rock drills	80
pneumatic tools	80
pile driver	95

Other	
saws	75
vibrators	75

2. The Contractor shall comply with all applicable federal, state and local laws, ordinances, and regulations relative to noise control. (See especially OSHA "Occupational Noise Exposure", 1910.95).
3. Stationary equipment shall be furnished with acoustical enclosures as necessary to provide the required sound attenuation. Continued maintenance of such enclosures shall be provided by the Contractor to assure that maximum sound levels specified are not exceeded.
4. Monitoring of noise levels shall be performed if directed by the Engineering, and shall be recorded by a reputable noise consultant retained by the Authority or by the City of Boston Air Pollution Control Commission.
5. Additional monitoring may be performed as a result of any significant change in equipment or methods used in any of the Contractors operations, or in the Engineer's opinion noise levels have increased substantially over those last monitored.

6. The Contractor shall cooperate to the extent required to permit such monitoring.
7. Where field sound measurements reveal sound levels exceeding those listed in Section 422.1 above, the Contractor shall cease operating such equipment and shall either repair or replace it with equipment complying with these sound levels.

## SECTION A

### DESCRIPTION OF WORK

1. The work to be done under this contract includes the demolition of the old storefront construction, the repair of structural faults, the removal of old and deteriorated cornice, gutters, and mansard roofing, the replacement of the old storefronts with a new masonry wall at the basement and street level, a new bowfront window structure, and the installation of new concrete masonry front stairs.
2. "Deteriorated architectural features shall be repaired rather than replaced whenever possible. Where replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplication of existing materials or features, or pictorial evidence, rather than on conjectural design or the availability of different architectural elements from other buildings or structures." (Federal Guidelines for Rehabilitating Historic Buildings, February 1978).
3. In addition, the Contractor shall coordinate his/her work under the Contract with the Boston Redevelopment Authority, and with the Property Owner. The Property Owner has agreed to cooperate with the General Contractor under this contract.
4. In general, this work will be performed in accordance with the technical specifications contained herein.
5. It is intended that the concrete masonry front stairs at No. 376 Columbus Avenue be duplicated, minus handrails, and be constructed at 378 Columbus Avenue.

A street level doorway and access way shall be provided underneath the new flight of exterior stairs.

### Front Facade

1. The intent of this part of the contract is to repair the front structural faults in this building, repair cornice work, window and door openings, and to remove store fronts and repair or replace dormer and bay window and construct new exterior masonry stairs.
2. In general, this work will be performed in accordance with the technical specifications contained herein and with the details shown on the architectural drawings dated November 10, 1983.
3. Additional details of the construction must be determined by the contractor as work proceeds.
4. It is intended that the stone masonry steps, at No. 378 Columbus Avenue must be constructed to conform with the steps at No. 376 Columbus Avenue.

5. The new masonry steps shall include the cost of labor and materials necessary to construct the flight of stairs using a cast-in-place reinforced concrete structural frame and shall be finished in a sand or broom finish and painted with a masonry paint of a color that will be compatible with the lintels and sills. The concrete masonry stairs shall match as closely as possible the stairs at No. 376 Columbus Avenue. The cheeks or side areas under the stairs shall be filled in with brick masonry. The canopy, casing and headers at the new main entrance doorway may be constructed of wood, framed and milled to match as closely as possible the adjacent doorway at No. 376 Columbus Avenue.

NOTE: a. In the above instance, there shall be provided a street level doorway and accessway underneath the new flight of exterior stairs.

- b. Gray limestone as specified here may be obtained at the Plymouth Quarry Company of Hingham.

The contractor shall make every effort to minimize damage or disturbance of existing construction during all his operations. All damages of whatever nature resulting from his operations will be repaired to the Specifications where applicable and in accord with good standard practice in the applicable field where specific provision is not made in the Specifications for such required work.

Specific requirements, by category of construction, are indicated below.

#### DEMOLITION:

1. In general, demolition work shall include removing the old slate covering on the mansard, cornice work, flashings, gutters, conductor pipes, loose trim, window sash and loose masonry. Debris shall be removed from the premises. The salvage value of the slate belongs to the contractor.
2. The store front construction at the first and second floors shall be removed.

Care shall be taken to properly support the existing masonry or wood frame construction above the store front while the demolition takes place. This may be accomplished by means of needling or otherwise transferring the load around the demolition work.

3. Ornamental or structural cornice work shall be removed where it is loose, rotted or deteriorated. In cases where all of the ornamental trim must be removed, sample or typical detail pieces shall be saved and used as a model when reconstructing the new cornice and cornice detail.
4. Where plywood has already been installed in the window openings, it shall be removed during demolition and construction, and saved.

## ROUGH CARPENTRY AND FRAMING

1. This section shall include all framing and rough carpentry, floor framing and flooring, construction and reconstruction of the bay windows, temporary shores and braces, and all other rough carpentry work incidental or implied by the intent of this section.
2. Repair or replace damaged framing at the bay window, and install new framing where the first floor bay is to be constructed to match the second floor bay window. The wood work shall be properly framed, closely fitted, accurately set to the required lines and levels and rigidly secured in place. The new bay window construction will be cantilevered over the sidewalk. Shims shall not be used for leveling on wood bearings.
3. As the structural repair work, and framing for the new bay window at the first floor is accomplished, doors, windows, or other openings are to be boarded or secured against trespass and the elements, each night and each weekend that the structures or parts thereof, are open.
4. All form work for the new exterior cast-in-place stairs, and cast-in-place lintels and sills, shall be part of this section.

## FINISH CARPENTRY

1. This section shall include the reconstruction of the cornice and the bay windows. (one existing, and one new bay window) and mansard window trim.
2. Replace damaged or missing cornice trim completely, with new cornice trim to match exactly that being removed on the front of the building. The work shall include all necessary wood back-up framing, removal and replacement of rotted or deteriorated sections, either as part of the cornice configuration (fascia and plancia boards and mouldings) or part of the dentil work or bracketing.
3. If special milling, shaping, or finishing is required for replacement pieces, it shall be done. Material for the reconstruction of wood frame bay windows shall be of kiln dried, seasoned wood. Rotted or deteriorated pieces or sections shall be cut out or cut back to sound material. Splices are allowed if they are sound, and can be finished to present a smooth, even surface, ready to paint.

## ROOFING AND FLASHING

1. Install mineral surface asphalt strip shingles on the mansard section of the roof. The asphalt shingles shall be Black in color and be applied to match the adjacent shingles at 376 Columbus Avenue.
2. Install new flashing at the mansard roof, around the mansard "shelf", to match the existing adjacent flashing. The new flashing shall be painted aluminum where exposed, and shall follow the requirements under the technical specifications.
3. Install new flashing at the existing bay window at the second floor, and the newly constructed bay window frame at the first floor.

## GUTTERS AND CONDUCTORS

1. The work in this section is intended to match the existing and adjacent gutters and conductor pipes. In fact, the gutters that are now in place may remain if they are secured to sound fascia boards, and are not damaged during the cornice/mansard restoration work. Otherwise they must be replaced completely.
2. Install two new conductor pipes at approximately the location of the party wall at 380 Columbus Avenue, and beside the bay window at the front wall of this building. The conductor pipes shall be connected to 4" storm drain lines, which lines will be supplied by the owner, at the front wall.

The conductor pipes shall match the conductor pipes on the adjacent completed buildings, and shall be 26 ga. painted galvanized metal, five inches in diameter.

## MASONRY

1. The work covered under this section will include the construction of:
  - a) A new masonry wall at the basement level and street level.
  - b) Masonry wall sections beside the new bay window and front entryway.
  - c) A cement stucco covering "tooled" to match the brownstone blocks at the adjacent surfaces.
  - d) New concrete masonry front stairs.
  - e) A new concrete sidewalk.
  - f) Repair and pointing of existing masonry walls as necessary.
2. The contractor will remove any flooring, framing, and/or other material from the top of the old front wall foundation at the basement level. The area to receive the new masonry wall shall be cleaned and wetted, and slushed with cement mortar to a level and smooth condition.
3. The contractor shall construct a new 12" C.M.U. wall from the top of the old front wall foundation to the street level. The concrete block wall shall be of 12" structural load-bearing blocks, and be bonded as required by the Building Code, and tied into the existing party walls by toothing with cement masonry bricks where possible, or by toothing the cement blocks into the existing brick or granite masonry party walls.

Old masonry shall be properly wetted before new masonry units are tied in.
4. At the street level, the contractor shall construct a new 8" C.M.U. wall from the top of the new 12" foundation wall (as described above) to the underside of the new construction at the first floor.

The 8" C.M.U. wall shall be constructed as shown on the plan dated November 10, 1983, by Paul Alden Curtis, A.I.A., and shall contain two window and one door opening. See revised sketch by John Harrell dated June 19, 1978.

The masonry wall at the first floor, around the new bay window and front



entryway, shall be as shown on the same plan by Paul Curtis.

5. The contractor shall:
  - a) Waterproof the new block foundation wall as specified in the General Specifications, Section L, Basement Repairs and Dampproofing. A hot asphaltic emulsion shall be applied on all exterior surfaces below grade.
  - b) Backfill the new foundation wall with run of the bank gravel, tamped to receive the new concrete sidewalk.
6. The contractor shall install a new reinforced concrete sidewalk as specified in Section E, General Specifications, at the front of the building, as shown, and as necessary.
7. The front wall above grade shall be stuccoed over and colored to match the front wall (Brownstone) at No. 376 Columbus Avenue. The first floor set-up on windows and doors shall match the first floor of No. 374 Columbus Avenue.
8. The brick masonry wall between the front entrances shall be faced off and pointed to match the same section as Nos. 372-374 Columbus Avenue.
9. The abutting wall of No. 380 Columbus Avenue shall be repaired and washed down with acid and water where removal of the storefront exposes rough mortar and brick.
10. Install new concrete and brick masonry stairs as shown on the following sketches and details, numbered one (1) through five (5). The new stairs shall match the existing stairs at No. 376 Columbus Avenue in every detail. Handrails will be installed by the property owner, but the inserts to receive the rail posts will be part of this contract.

The new entryway under the stairs shall be located as shown, and as the new sidewalk elevation permits, but shall otherwise follow the plan dimensions.

#### PAINTING

1. This work includes the furnishing of labor and materials necessary to paint certain wood, masonry, or metal surfaces, as part of this contract for Structural and Facade Repair Work.
2. Exterior masonry sills, lintels, stairs and decorative trim, shall be painted as directed by the Authority. In cases where the natural material is not ordinarily painted, it shall not be painted under this contract.
3. Exterior wood trim at the cornices, bay windows, mansard and window frames, shall be scraped and painted with two coats of non-lead paint. The new paint shall match the colors of other similar buildings in the block.

#### SCAFFOLDING, SAFETY PRECAUTIONS

1. All scaffolding and shoring shall be of steel and of the heavy duty type for masonry work, and shall be erected in conformity with the OSHA standards.

2. The contractor shall be responsible for the maintenance of the structural integrity of the building during the period of the demolition and structural repair of the building. Temporary bracing and shoring will be required and the contractor shall submit a plan of sufficient detail to show the method of shoring and bracing, to the BRA representative for approval or comment before proceeding with this phase of the work.

#### SPECIAL NOTE

1. The front canopy brackets, or door hood support brackets, have been fabricated during the repair work performed on the Frankie O'Day Block. These brackets are available at the BRA Rehabilitation Office, City Hall, and may be picked up when needed.
2. Windows and doors will be installed by the General Contractor under a contract with the Property Owner. They are not a part of this contract.
3. Electrical, Gas and Water Lines shall be brought inside of the basement walls, before the start of demolition.

# 378 Columbus Avenue Boston

## FLOOR PLANS

DATE: 10 NOV '83

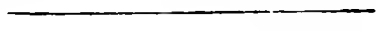
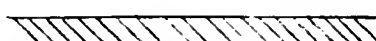

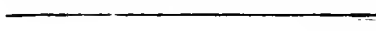
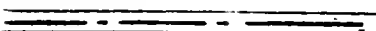
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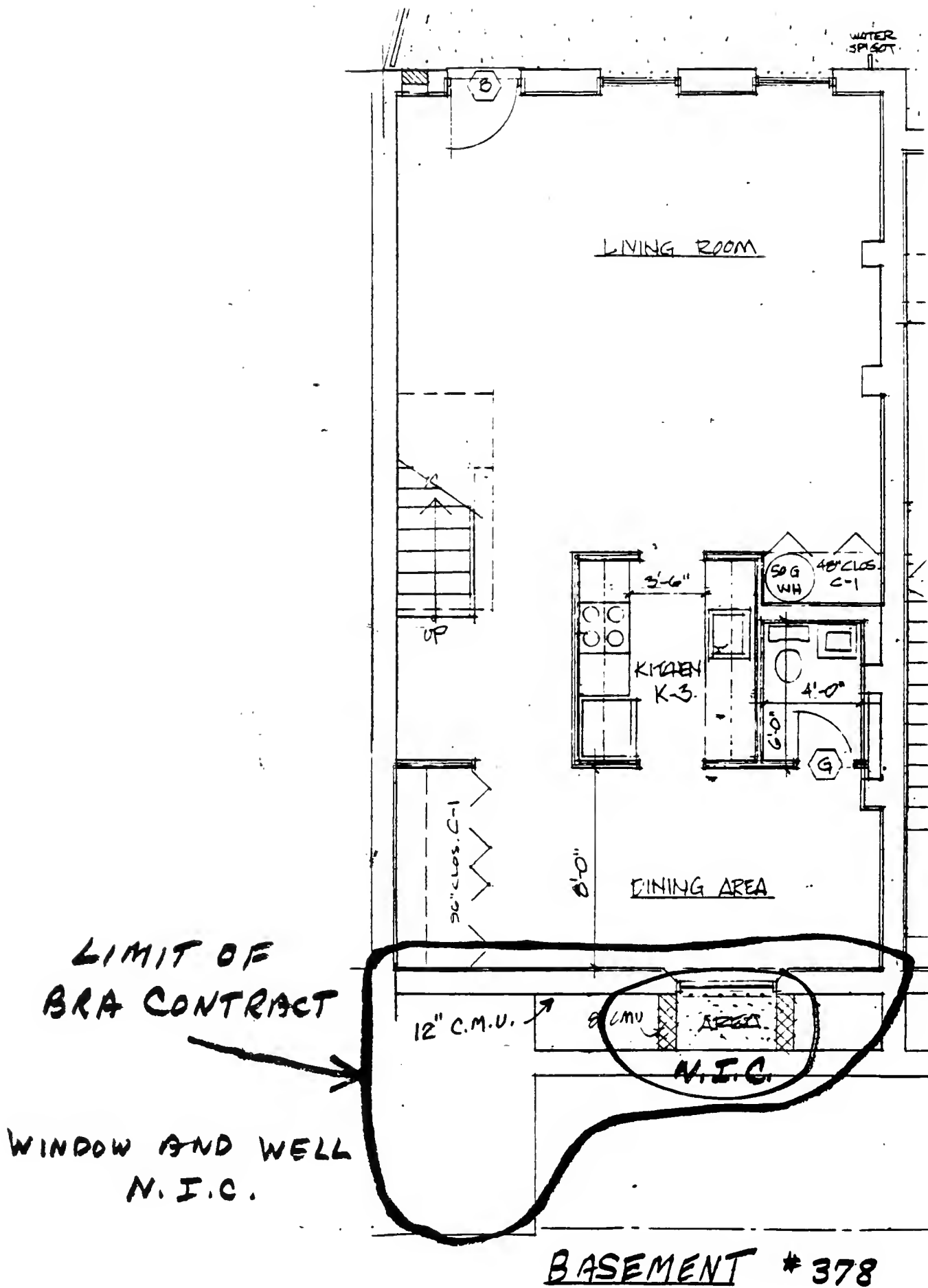
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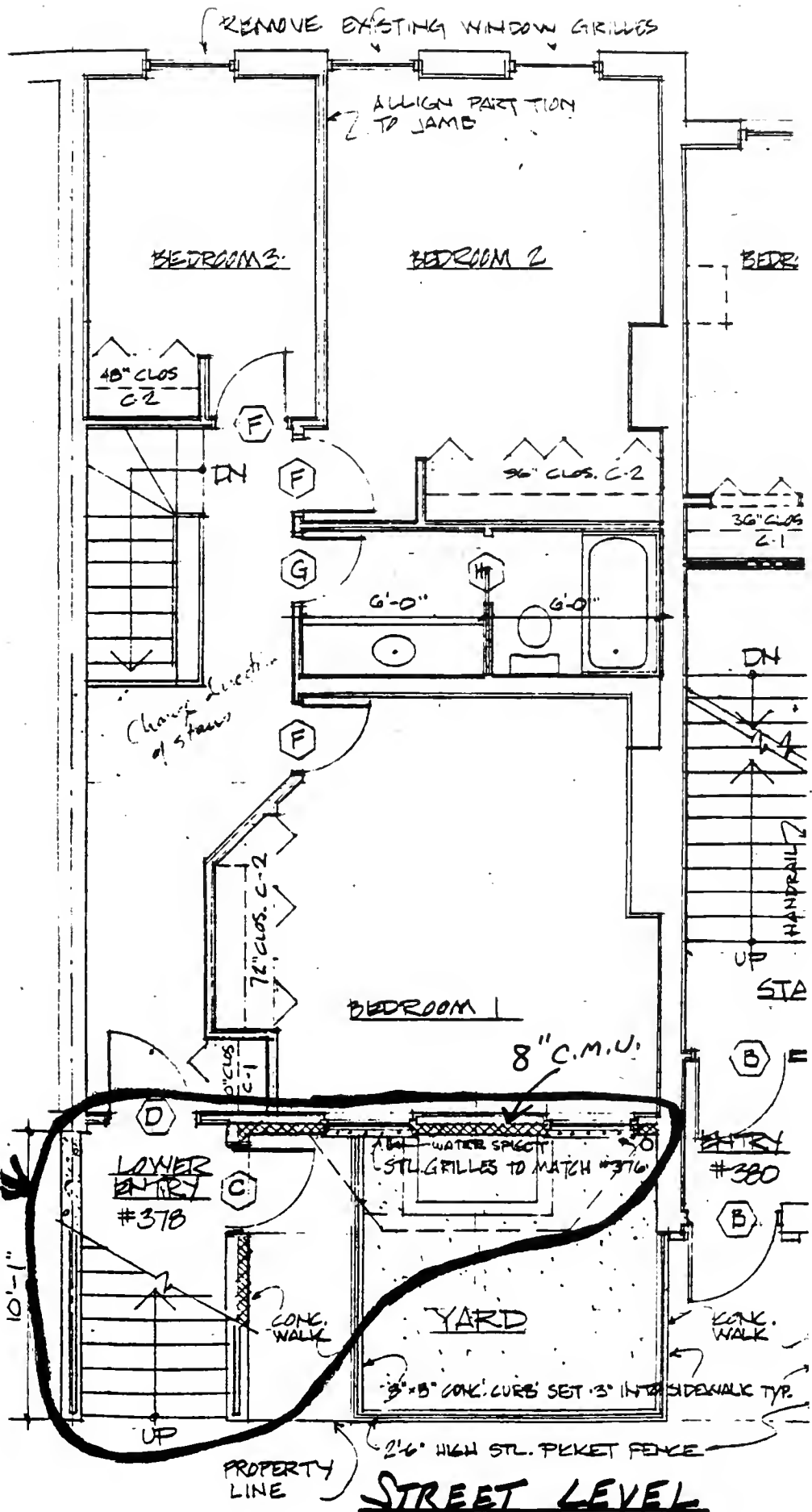
ARCHITECT: PAUL ALDEN CURTIS AIA  
13 DWIGHT STREET, BOSTON 02118  
(617) 423-7896

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## WALL SCHEDULE

	EXISTING WALLS
	4" BRICK MASONRY OVER 3/4" PLYWD & WATERPROOFING
	8" CMU
	5/8" GYPSUM WALL BOARD ON WD. OR ST. STUDS. GWB SKIM COATED PER SPEC.
	1-HOUR RATED GWB PARTITION





NEW  
FREE 3AL

LIVING / DINING ROOM

KITCHEN  
K-3

STAIR

ELCC. MASTERS

UPPER  
ENTRY  
#378

BEDRGM

**BEL**

NEW BAY WINDOW

NEW STOP; EASY WINDOW & FRONT DOOR  
TO MATCH # 576 COLUMBIA AVE. EXACTLY  
INCL. RAILINGS.

FIRST FLOOR # 378

## LIMIT OF BRA CONTRACT

RAILINGS N.I.C.

~~JOHN SHARRATT ASSOCIATES INC.~~

33 FENWOOD ROAD

BOSTON MASSACHUSETTS

TEL. 366-3038

REVISION BLC/UD + HARRELL 6/9/78

FOR CLARIFICATION  
SEE SHEET DATED  
MARCH 23, 1978.

DETAIL UNITS  
TO MINIMIZE  
WIDTH DIFFERENCES

$\frac{1}{4}'' = 1'-0''$   
MARCH 6, 1978

2 OPENINGS  
FOR WINDOWS

~~OPENINGS FOR 2  
NEW WINDOWS.~~  
WATCH TRIM ~~ENDS~~  
OF OPENINGS TO  
WINDOWS ABOVE.

BOTTOM OF  
ORIEL WINDOW

2 NEW PRECAST CONC.  
SILLS COLORED TO  
MATCH BROWNSTONE

MASONRY PIER

SIDEWALK GR.

NEW FIN. GR. @ BLDG

NEW MASONRY FACING OF PRECAST CONCRETE &  
COLORED & COURSED TO MATCH BROWNSTONE FACING.

372, 374, 376 & 378  
COLUMBUS AVENUE

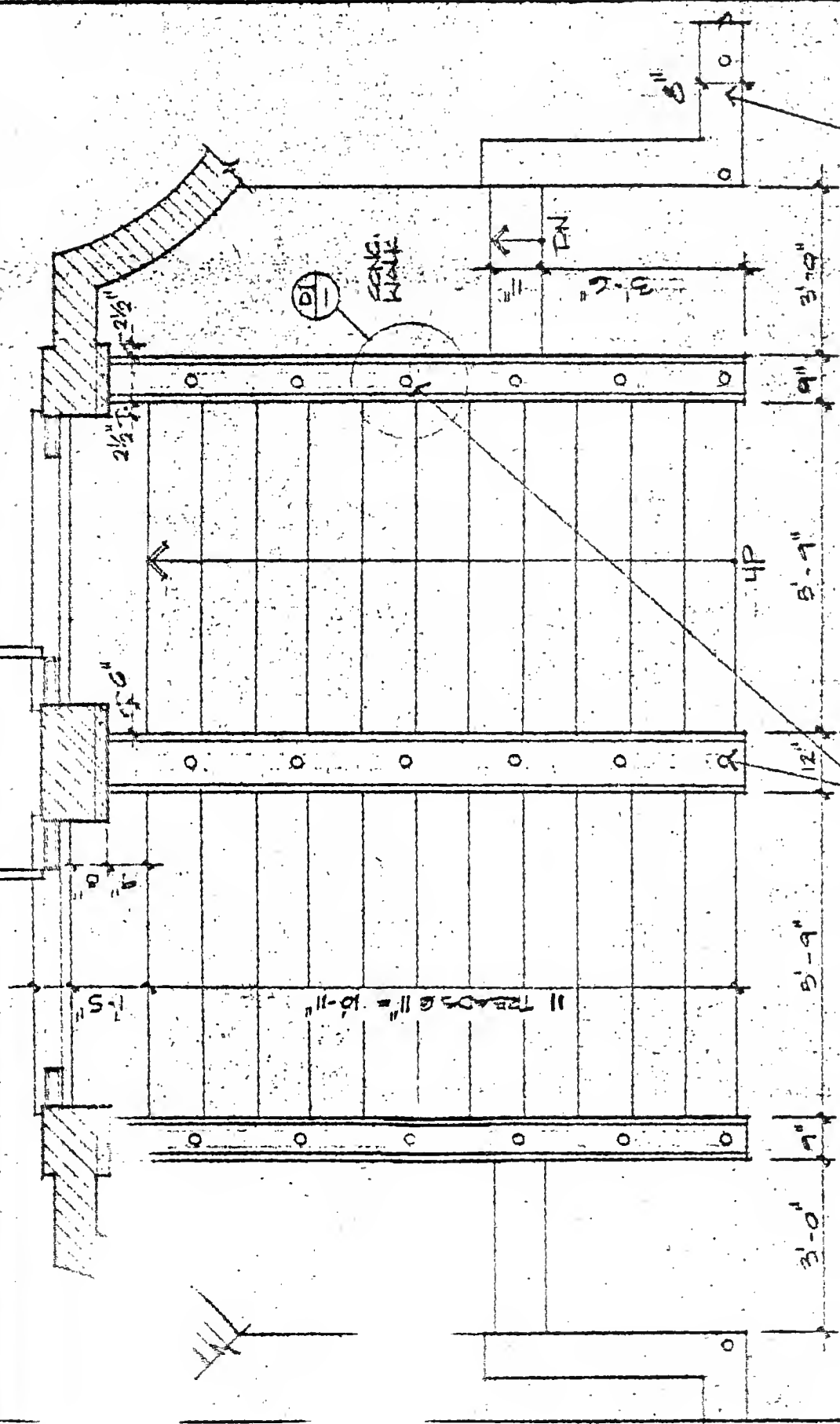
TYPICAL GROUND FLOOR WINDOW

FRANKIE O'DAY BLOCK



COLUMBUS AVENUE  
BAY WINDOW DETAIL





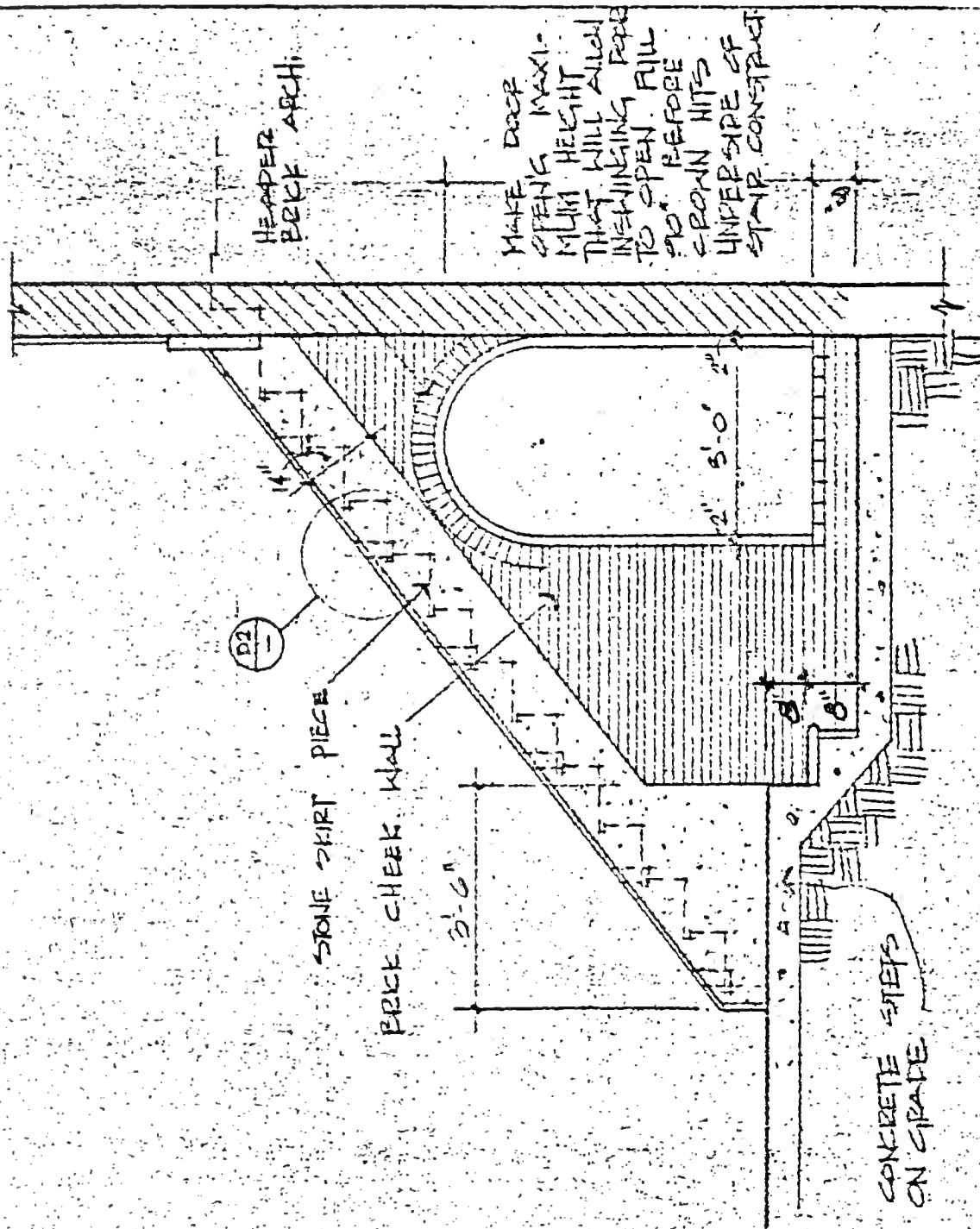
PREPARE SIDE WALLS TO  
RECEIVE HANDRAILS AS  
DETAILED BELOW - RAIL TO BE  
INCLUDED IN FUTURE CONTRACT.

NEW CONC. RETAINING  
WALL WITH INSERTS FOR  
FUTURE FENCE.

# 1 TYPICAL BUILDING ENTRY - STAIR PLAN

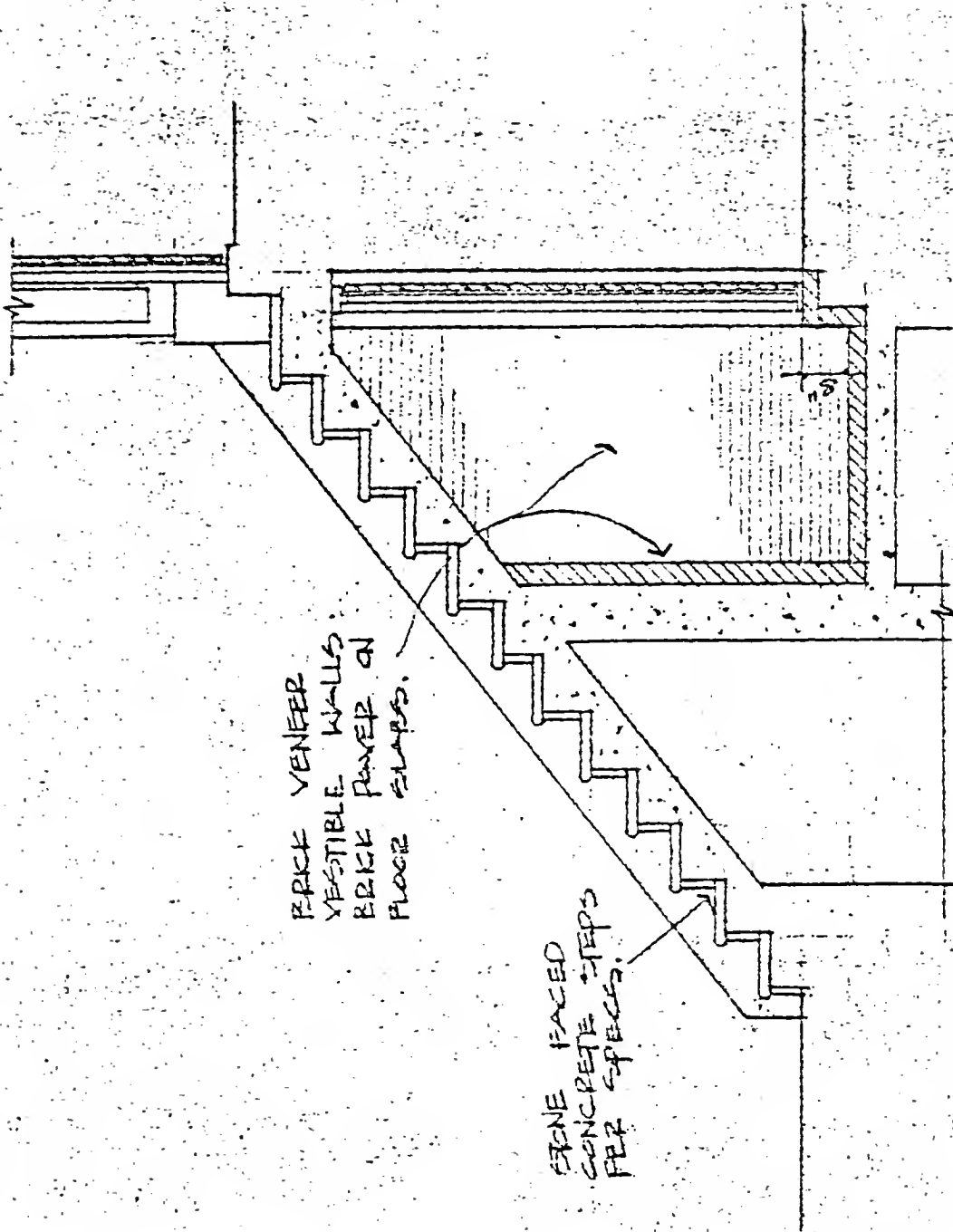
1

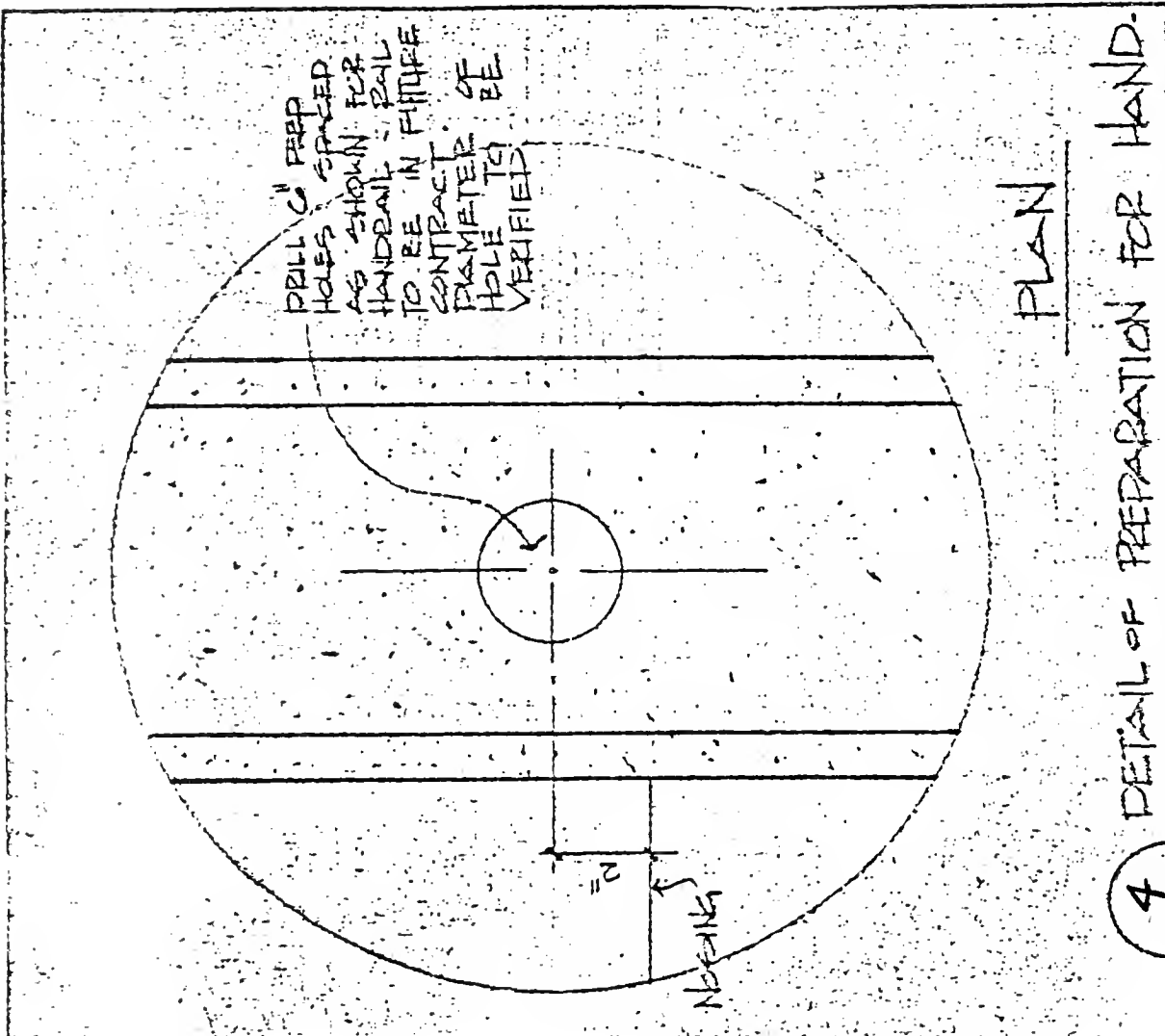
3/8" = 1'-0"



2 DET. ELEV. of GROUND FL. ENTRY

3/8" = 1'-0"



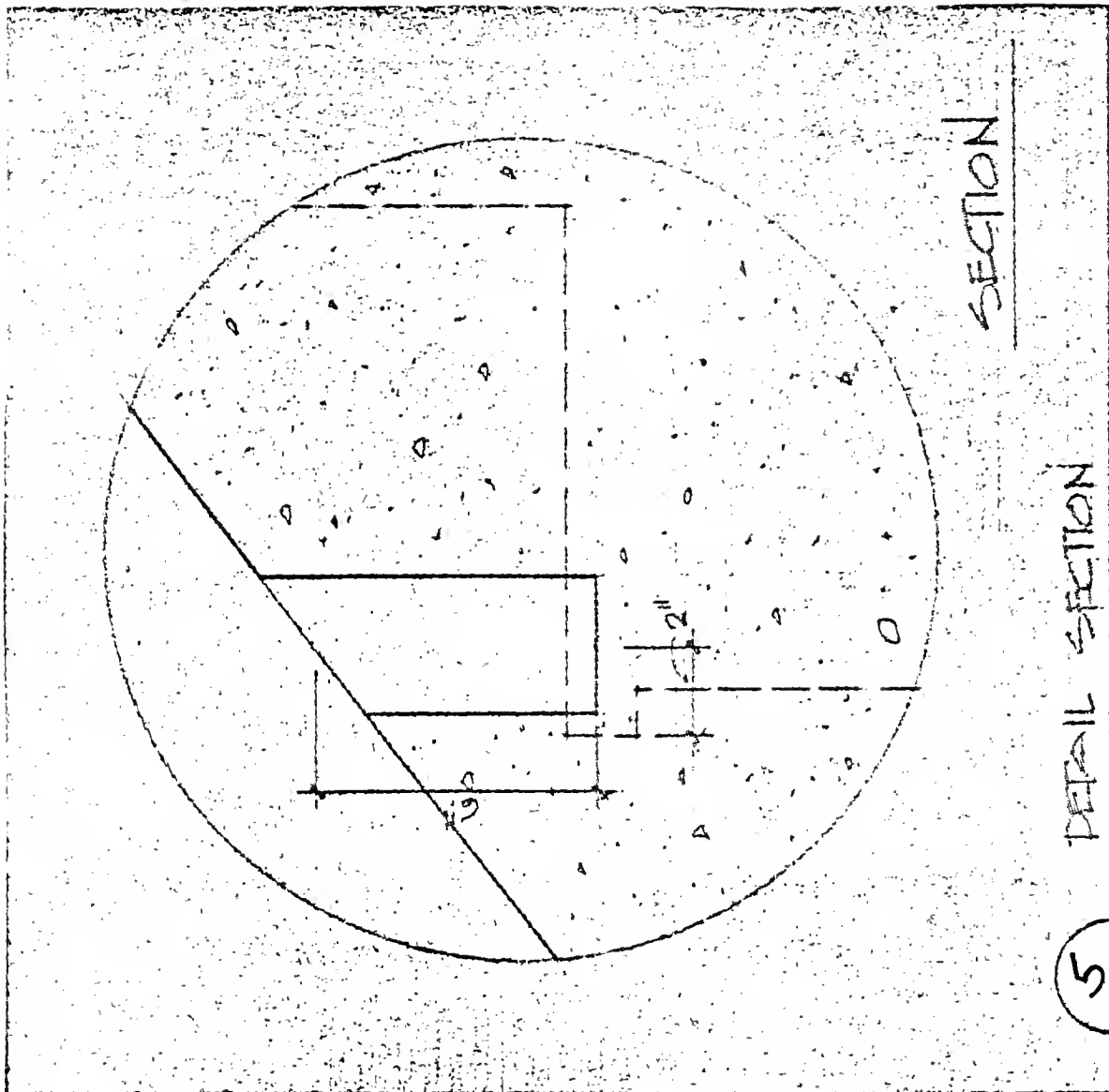


PLAN

4 DETAIL OF PREPARATION FOR HAND-

RAILS.

3" = 1'-0"



SECTION

DETAIL SECTION

5

3" ± 1'-0"

## TECHNICAL SPECIFICATIONS

### SECTION A

#### Measurements

1. THE CONTRACTOR shall be responsible for checking and verifying all measurements. When detailed or structural drawings are required, the CONTRACTOR shall be responsible for furnishing them with promptness so as to cause no delay in his own work or in that of any other contractor.

### SECTION B

#### Demolition Work

1. The work covered under this section of the specifications includes the furnishing of all plant, labor, equipment, appliances and materials, and performing all operations in connection with providing all work to complete the demolition, removal, and alterations of existing facilities, and the salvage of certain items of work, in a satisfactory manner, in accordance with the specifications, and as directed by the Authority.
2. The work under this section of the specifications shall be performed in a manner that shall not damage the integrity of existing members which are to remain or which are to be salvaged for relocation or stored for future use. Any existing work or facilities which are damaged shall be either repaired or replaced by the Contractor in a manner satisfactory to the Authority, at no additional expense to the Authority.
3. Materials resulting from demolition and removal which have been indicated or specified to be salvaged and in addition all other materials, which are designated by the Authority to be salvaged shall remain the property of the Authority and shall be stored at the site where specified or directed; all remaining materials and debris resulting from demolition will become the property of the Contractor and shall be removed and disposed of off the site by the Contractor at his expense.
4. The Contractor shall furnish and be responsible for all precautionary equipment and institute precautionary measures necessary for fire prevention and control. Proper types and adequate quantities of fire extinguishers shall be provided at all times where the work is being performed. The burning of debris resulting from demolition shall not be permitted on or near the site. The use of explosives in the work will not be permitted. The Contractor shall satisfactorily control dust conditions during the performance of this work.
5. Before starting any demolition, removal, renovation or alternation work at each particular location where such work is to be performed, the Contractor shall submit to the Authority a schedule of operation of the work to be performed and shall obtain approval prior to starting the work. The Contractor shall further provide the necessary protective measures to insure the safety of the workmen.

6. All demolition, removal, renovations and alterations shall be provided to conform with the requirements of the pertinent detail specifications herein, and the directions and approvals for the Authority.

## SECTION C

### Masonry

1. SCOPE OF WORK: Work shall include all brick, stone, block, tile work, and related items necessary to complete the masonry work indicated or specified including the setting of loose lintels, bearing plates, anchors, pipes and metal work furnished by others. Structural defects in existing masonry shall be corrected as herein specified.
2. MATERIALS: All materials shall comply with standard specifications of the American Society for Testing Materials, current standards.
  - A. Cement shall be Portland cement, Type I, C-150. Non-staining cement shall be used when specified.
  - B. Lime shall be hydrated lime, Type S, ASTM C207-76a.
  - C. Sand shall be clean hard sand, free of clay, loam, or vegetable matter, ASTM 144-76.
  - D. Water shall be potable.
  - E. Brick where exposed shall be faced brick and shall match in texture and color adjacent brickwork, unless otherwise specified. Where not exposed to view or where to be painted or covered, common brick may be used.
  - F. Concrete Block shall be hollow masonry units of gravel, cinders, or other approved aggregates. Where load bearing or exposed to weather or soil, concrete blocks shall have compressive strength as specified in Boston Building Code.
  - G. Stone shall be hard and durable and free of defects that would impair its strength, durability, or appearance. Color and texture shall be as specified and samples shall be approved by Owner. Where used adjacent to existing work, color and texture shall match as closely as possible.
  - H. Cast Stone shall have a compressive strength of 5,000 pounds per square inch and shall be reinforced as required.
  - I. Flue Linings shall be made of fire clay, and shall be hard, burned, free burned, free from undue warpage, cracks, or other defects.
  - J. Mortar:
    1. Water shall be clear and free from injurious amounts of oil, acid, alkali, organic matter, or other deleterious substances.

2. Portland cement shall comply with ASTM C-150 or F.S. SS-C-192. Masonry cement shall comply with ASTM C-91 or F.S. SS-C181. Nonstaining cement shall be a standard product of make and brand.
3. Hydrated lime for structural purposes shall comply with ASTM C-141 or F.S. SS-L-351. Quicklime shall comply with ASTM C-5 and shall be thoroughly slaked before using. Pressure hydrated lime shall be type "S" conforming to ASTM C-207.
4. Aggregate for mortar shall comply with ASTM C-144 and shall be natural sand, sand made from stone, gravel or air-cooled blast furnace slag. Course aggregate shall be composed of hard crystalline rock, free from shale or decomposed pieces. Grits for cement finishes shall be clean and sized 1/8" to 3/8".

5. Types:

- a. Mortar: Job-mixed mortar shall consists of the following minimum proportions by volume:

<u>Class</u>	<u>Portland Cement</u>	<u>Hydrate Lime</u>	<u>Sand</u>
A	1	1	6
B	1	2	8
Cement Mortar	1		3

- b. Cement mortar ready-mix, standard grade, or American Society for testing materials current standard for hydrated lime mix.
- c. Mortar for repointing old brickwork or stonework shall be Class "A" and shall be mixed to match existing mortar in color.
- d. Lime Mortar: One part of well aged lime putty, not more than three parts sand.
- e. Masonry cement Mortar: Where use of prepared mortar cement is permitted, it shall be of an approved manufacturer and shall be mixed according to manufacturers directions but not less than one part mortar cement to three parts sand.
- f. Pointing mortar (for face stone work): One part non-staining waterproof cement sand two parts white sand, to which shall be added sufficient hydrated lime to make as stiff a mixture as can be worked.
- g. Cement grout for stone facing and/or face brick work shall be one part cement and one part fine sand, mixed as thick as it will pour. Nonstaining cement shall be used for nonstaining grout.



- h. Parget mortar shall be the same as the mortar used on the masonry facing to be pargetted.
  - i. Brands of cementitious materials and the source of supply of sand shall remain the same throughout the entire job.
  - j. Mortar shall be freshly mixed. No retempering will be allowed. The ingredients for each batch shall accurately measured and combined in the proportions specified; all parts being measured by volume. Mortar shall be mixed in a batch mixer or by hand and shall be of uniform color (as approved by the Authority) and consistency. Mixer drums shall be entirely emptied of a batch before succeeding batch is started.
  - k. Mortar for masonry exposed to weather shall contain a water-reducing plasticizing admixture (Omicron). Admixture to be used in strict accordance with the manufacturer's printed instruction.
- 6. Common brick shall be clay or shale units, grade SW for exterior facing and grade MW elsewhere and shall comply with ASTM C-62 or F.S. SS-B-656.
  - 7. Face brick shall be clay or shale units, grade SW and shall comply with ASTM C-216. Brick shall be selected by the Boston Redevelopment Authority. For purpose of estimate, an allowance per thousand, shall be included for purchase and delivery, unloaded and piled at site. Contract sum will be properly adjusted on basis of actual cost. This allowance does not include sales taxes. Any applicable tax, labor, or materials must be added and included by the contractor in his proposal.
  - 8. Load-bearing structural hollow clay tile shall comply with ASTM C-34 or F.S. SS-Y-241. Non-load bearing tile shall comply with ASTM C-56 or F.S. SS-T-351. Interior clay tile shall be Grade LB. Structural clay tile subject to weather or soil shall be Grade LBX.
  - 9. Ceramic glazed structural facing tile or facing brick shall comply with ASTM C-126 and shall conform to Standard Grading Rules of Facing Tile Institute, Washington, DC. Provide all special shapes required such as corners, base, sills, lintels, etc. All external facing tile corners shall be bullnosed.
  - 10. Concrete masonry units shall comply with the following:
    - a. Hollow load-bearing units. ASTM C-190 or F.S. SS-C-621, Type I.
    - b. Hollow load-bearing units. ASTM C-129 or F.S. SS-C-621, Type II.

- c. Solid load-bearing units, ASTM C-145.
- d. Concrete masonry units shall be laid up with Dur-O-Wall reinforcing, or approved equal, set in every second course (16" max.). Reinforcing to consists of two 3/16" siderods and #9 wire trussed crossrod.

11. Cast stone shall comply with F.S. SS-S.721.

3. LAYING:

- A. All masonry shall be laid in mortar as specified. Face brick where not otherwise indicated, shall be laid in running bond with bonding header courses every sixth course, with headers extending at least 4" into backing.
- B. All bed and end joints of solid units shall be filled solid with mortar. Hollow masonry shall be laid with mortar applied to bed and head joints of face shells except that first course shall be laid in a full mortar bed. Brick joints shall be 3/8"; block and tile joints 1/2". All joints of exposed masonry, unless otherwise shown or specified, shall be concave tooled joints. Joints of interior rough masonry to be struck flush.
- C. Exposed masonry shall be laid out and adjusted to maintain the bond plumb and joints uniform. Vertical joints of brick shall not vary more than 1/2" either way from a plumb line. No course shall terminate at a corner or at an opening with a piece less than one-half brick size.
- D. Existing loose or defective material area to be rebuilt must be removed until second brick work is encountered.
- E. Masonry veneers shall be anchored to back-up or framing with non-corrosive wall ties set 12" on center horizontally and 12" on center vertically as required by applicable codes. Veneers anchored to wood frame construction shall be secured to studs.
- F. All stone or cast stone shall be anchored as required with non-corrosive anchors of adequate strength to secure work properly. Masonry veneer of thin flat stones shall be anchored every 12" in all horizontal joints with non-corrosive anchors.
- G. Flaggstone on concrete slabs shall be laid over 3/4" setting bed.
- H. Flaggstone on top soil shall be laid over 4" of well-tamped top soil.
- I. Under all bearing plates and lintels for openings over 4 ft. wide, build solid brick bearing in accordance with recognized engineering practice.
- J. The Contractor shall be entirely responsible for all damage to masonry by cold or other causes and any masonry so damaged shall be removed and replaced by him at his own expense. No masonry shall be performed when the temperature is below 40 degrees F.

4. REPOINTING: Existing masonry requiring repairs or repointing shall be restored or rebuilt by one or more of the following methods, as determined on plans or work write-ups.

A1. Repoint deteriorated mortar joints by removing defective mortar to minimum depth of 3/4". Brush clean and wet all open joints before applying new mortar, consisting of one part Portland cement and two and one-half parts clean, sharp sand. Cut mortar flush, allow to set thumb-nail hard, and tool to form a compressess, concave joint.

A2. Defective mortar joints above specified are mortar joints in which the mortar is loose, missing, eroded, or powdered, broken hollow, unsound, or soft. Joints with fine hair lines and fine shrinkage cracks that are otherwise sound, full, and solid, will not be considered as defective, unless the defect is such as to permit the entrance of moisture.

A3. Joints shall be drenched with water after they have been raked and cleaned (wetting with a sponge will not be sufficient), and repoint solid the full depth of raked joint. The repointed joints shall be shaped, with shaping tool to match the present adjacent joints, and finished with a hard smooth surface.

A4. Pointing shall not be done when freezing weather or rain is to be expected.

A5. Take precaution against dropping or smearing pointing material. If pointing material should be smeared on the face of the masonry, glass, or any other part of the building, immediately clean off; in the complete work, leave no pointing material beyond the lines of the joints. Ensure thorough and neat work.

B. Mortar shall be cement mortar of color to match color of existing joints as closely as possible.

C. Upon completion, area that has been repointed shall be cleaned to remove excess mortar.

5. CLEANING:

A. Acid or caustic solutions, diluted as recommended by manufacturer, shall be used to remove mortar, paint, metal or oil stains. Wash are thoroughly with clear water immediately after cleaning.

B. Hand-scrub surfaces with white soap powder dissolved in soft water, using fiber scrub brushes. Wash surfaces thoroughly with clear water after scrubbing.

C. Sandblasting or steamcleaning of existing masonry work shall be done by experienced personnel who shall exercise all necessary precautions to prevent damages to adjacent property.

## SECTION D

### CONCRETE

1. MATERIALS: All materials shall comply with standard specifications and tests of the American Society for Testing Materials current standards.
  - A. Cement shall be Portland cement, Type I. C-150.
  - B. Water shall be potable.
  - C. Aggregate: Maximum size for coarse aggregate shall be 3/4" for slabs and 1" for walls and footings. Coarse aggregate shall consist of clean, hard gravel or crushed stone free from clay, loam, or vegetable matter. Fine aggregate shall consist of clean hard sand or crushed stone free from clay, loam, or vegetable matter.
  - D. Metal Reinforcement:
    - (1.) Reinforcing steel shall be of rail steel, standard grade, deformed bars.
    - (2.) Welded steel wire mesh reinforcement shall be 6" x 6"-#10.
2. MIXTURES:
  - A. The concrete mix shall be one part Portland cement, two parts clean washed sand, and four parts clean gravel by volume. The water shall not exceed seven gallons per bag of cement. Concrete exposed to the weather shall contain not less than six bags of cement per cubic yard of concrete and the water-cement ratio shall not exceed six gallons per bag of cement.
  - B. New reinforced concrete slabs (if applicable), at first floor or basement front and rear entrance to be installed by Contractor, where applicable prepare basement floor area and install minimum 4" thick with necessary reinforcing.
3. PLACING of CONCRETE: Concrete shall be placed in solidly built forms and handled with care so as to produce smooth surfaces as required.
4. COLD WEATHER REQUIREMENTS: During cold weather a minimum concrete temperature of 50 degrees F shall be maintained during the curing period.
5. BONDING NEW CONCRETE TO OLD: Before depositing new concrete against existing concrete or when patching, the surfaces of the existing concrete shall be roughened, cleaned of foreign matter wetted and slushed with a coating of neat cement grout, against which the new concrete shall be placed.
6. FINISHING CONCRETE:
  - A. Slab surfaces to remain exposed or to receive resilient tile shall be screeded, floated, and steel trowelled to a smooth surface.
  - B. Slab surfaces in basement areas or exterior slabs shall be screeded and finished with wood float, surfaces shall pitch to drain where necessary.
7. BOILER ROOM ENCLOSURE:
  - A. Concrete block shall be 8" x 8" x 16" hollow masonry units of gravel, cinders or other approved aggregates.
  - B. Concrete block shall be layed level and true to line, in a full bed or mortar properly bonded throughout.
  - C. All joints to be of a uniform thickness and not to exceed 3/4".

## CONCRETE SIDEWALKS

### SECTION E

#### DESCRIPTION

##### General

1. Under this section of the Specifications, the Contractor shall furnish all plant, labor, equipment and materials, and perform all operations necessary to deliver, mix, place, consolidate and furnish a 4 inch (one course) cement concrete walk as specified herein and as directed.
2. This work shall also include the adjustment to grade and the satisfactory placement of expansion and contraction joints (and joint material), as specified and as directed.

##### Concrete for Driveways and Sidewalks

1. Concrete shall be Class D, air-entrained, as outlined below, with 3/4 inch maximum size aggregate and compressive strength of 3,000 pounds per square inch at 28 days.
2. Cement shall be Portland Cement of a single manufacturer produced in a single plant. Cement shall conform to ASTM Specifications.
3. Joint filler shall be 3/8 inch self-expanding cork similar to "Serviced Self-expanding Cork", as manufactured by Construction Products Division, W.R. Grace and Company, or similar product by W.R. Meadows Company, or equal, and shall conform to the requirements of ASTM Specification D1752-67, Type III.
4. Joint sealer for sealing the top portion of expansion joints shall be one-component, elastomeric type compound conforming to Federal Specification TT-00230C, Class A, Type 1. Color of sealants shall match adjacent concrete surface.
5. Curing and finishing material shall be pigmented liquid membrane-forming curing compound conforming to ASTM Specification C309-81, Type 2.

##### Proportioning

1. In general, the proportions of aggregate to cement for any concrete shall be such as to produce a mixture which will work readily in the corners and angles of the forms with the method of placing employed on the work, but without permitting the materials to segregate,, or excess free water to collect on the surface.

##### Admixtures

1. No admixtures, acceleration or deceleration agent shall be added to the mix except for air-entraining agents as hereinbefore specified.
2. Calcium chloride shall not be added to any mixture.

### Water

Water for concrete and mortar shall be free from injurious amounts of oil, acid, alkali, organic matter or other deleterious substances. It shall be equal to potable water in physical and chemical properties, and shall be subject to the approval of the BRA.

### Fine Aggregate

1. Fine aggregate shall be Plainville sand.
2. Fine aggregate shall conform to ASTM Specification C33-81.

### Coarse Aggregate

1. Coarse aggregate shall be Plainville gravel, graded.
2. Coarse aggregate shall conform to ASTM Specification C33-81.

Ready Mixed Concrete shall conform additionally to the requirements of the Standard Specifications for Ready-Mixed Concrete, ASTM C94-81, except where said Specifications conflict with the specific provisions of this Contract Specifications.

## CONSTRUCTION METHODS

### Cement Concrete Sidewalks

#### General

1. Concrete sidewalks shall have a broom finish, or shall match the finish on the abutting sidewalk.
2. Upon the thoroughly compacted and prepared gravel subbase, the Contractor shall pour the cement, concrete sidewalks, at the locations and to the depths indicated here, and as directed and required by field conditions.
3. At locations where new concrete sidewalks meet existing concrete sidewalks, the existing sidewalk shall be carefully removed at the nearest contraction joint by saw cutting, and an expansion joint shall be installed at the location. A neat appearance and smooth transition are essential.

### Gravel Base

1. The subgrade and gravel base shall be compacted. Compaction shall be obtained by means of compressed air tampers. The top of gravel base shall be 4 inches and 7 inches, as applicable to sidewalk below and parallel to the proposed finished surface.
2. The gravel shall be compacted to not less than 98 percent of the maximum dry density of the material as determined by the Standard AASHTO Test Designation T99-61, Compaction Method C, at optimum moisture content.

### Batching and Depositing

The slump of the concrete shall be consistent throughout the project and no water shall be added after a portion of the batch has been discharged. Concrete which has started to set shall not be retempered but must be discarded. Concrete shall be deposited near its final position to avoid segregation due to rehandling.

### Placing Concrete

1. The concrete shall be placed in one course to the depth indicated on the Plans. Thickness of gravel base under each type of paving shall be as indicated.
2. Before the concrete is placed, water gates, gas gates and all other such appurtenances shall be brought to grade.
3. Concrete shall not be mixed or placed when the temperature is lower than 35 degrees F on a rising temperature, or 40 degrees F on a falling temperature. Before the concrete is placed, the subgrade shall be thoroughly dampened so that it is moist throughout, but without puddles of water. Concrete shall be placed as near to its final position as practicable. Precaution shall be taken not to overwork the concrete while it is still plastic. The concrete shall be thoroughly spaded along the forms or screens to eliminate voids or honeycombs at the edges. No finishing operation shall be performed while free water is present. Finishing operations shall be delayed until all bleed water and water sheen has left the surface and the concrete has started to stiffen. After water sheen has disappeared, edging operations where required shall be completed.

### Forms

1. All forms shall be smooth, free from warp, of sufficient strength to resist springing out of shape and to depth to conform to the thickness of the proposed walk. All forms shall be joined neatly and tightly, set true to line and grade, well staked and braced, and shall have uniform bearing on the foundation throughout their entire length. All mortar and deleterious materials shall be thoroughly cleaned and the forms painted with oil before any concrete is placed against them, and shall be made sufficiently tight to prevent the leaking of mortar from the concrete.
2. Forms shall not be removed for 24 hours after the concrete has been placed, or for a longer period if directed by the BRA. Extreme care shall be taken in removing forms in order that no damage will be done to the concrete. Under no conditions shall any bar, pick or other tool be used which depends upon leverage on the concrete for removal of the forms.
3. After the forms have been removed, all holes or honeycombs shall be promptly patched with mortar of the same composition as that used in pavement which has been allowed to set for about 1/2 hour after mixing.

### Contraction Joints

1. Contraction joints in sidewalks and driveways shall be as detailed on the Drawings or as directed by the Engineer.
2. Contraction joints may be formed by cutting a slot in the concrete not less than 1/4 of the sidewalk depth with a minimum depth of 1-1/2 inches. The slot may, in some cases, be cut by a T-bar forced into the fresh concrete and edged with a jointer held against a straight edge to make a clean, straight joint. The jointer shall have a 3/4 bit.
3. The slot shall be cut with an electric or gasoline driven power saw fitted with an abrasive or diamond blade. Joints so made shall be cut no sooner than 4 hours nor later than 12 hours after the slab has been placed and finished. Cutting of joints must not be done before the concrete is firm enough not to be torn by the blade, but must be done before random shrinkage cracks can form in the concrete slab. Joints that are cut with a saw need not be tooled.
4. It is intended that contraction joints, in general, shall be cut with a saw, except on curves and at other locations where it is impractical to saw cut. The location of joints formed by a T-bar shall be subject to the approval of the BRA.

### Expansion Joints

1. Expansion joints shall be provided and installed where new concrete sidewalks abuts the existing structure or features that project through or into concrete sidewalks. Concrete sidewalks shall be placed in alternate slabs except as otherwise directed. The slabs shall be separated by self-expanding cork expansion joint filler 3/8-inch in thickness. Expansion joints shall also be provided at other locations as the Engineer may direct. Expansion joints need not be placed between sidewalks and curbing.
2. Expansion joint filler is to be fitted tightly and neatly around each structure. Around lighting and utility poles, the Contractor shall install the joint filler so as to allow for a breakaway section around the pole.
3. Expansion joints shall be provided at abutting structures and at all castings and protruding structures having an area greater than 30 square inches.
4. Self-expanding cork joint filler shall be factory wrapped in moisture-proof paper, and shipment made in substantial wooden crates to prevent hydration or damage in transit and while stored prior to installation.
5. Care must be taken to avoid removal of the factory wrapping more than 24 hours prior to the time it is placed in position in the joint, or if conditions are such that excessive moisture is present and in contact with the cork, it must not be unwrapped more than 4 hours prior to placing in the joint. Self-expanding cork should not be exposed to rain or excessive air moisture after it is unwrapped either prior to or during installation.



6. It is not recommended that cutting or fabricating from a slab be attempted at the job site.
7. An asphaltic or waterproof type cement may be used to adhere the self-expanding cork to concrete or structures on one surface of the cork only.

#### Tooling and Trowelling

1. The concrete shall be tooled at all form edges, along all edgestone, adjacent to utility covers and at other obstructions. After edging and jointing operations, the surface shall be floated with a wood, aluminum or magnesium float. Immediately following floating, the surface shall be steel trowelled.
2. After trowelling, the surface shall be brushed by drawing a soft bristled pushbroom with a long handle over the surface of the concrete to produce a non-slip surface. Borders shall be jointed and trowelled.

#### Curing

1. Concrete to which curing compound has been applied shall be protected for a period of at least 3 days. All vehicular and pedestrian traffic is considered injurious to the film of applied compound. Since it will probably be impossible to completely restrict walking on the dried film, any damage to the film shall be promptly repaired by re-application of the compound.
2. Adequate protection shall be provided when temperatures of 40 degrees F or lower occur during placing of concrete and the early curing period. The minimum temperature of fresh concrete after placing and for the first 4 days shall be maintained at a minimum of about 55 degrees F. In addition to the above requirements, an additional 3 days of protection from freezing shall be maintained when required.

#### Measurement

1. Item            and "4 Inch Concrete Sidewalks", Item            , shall be measured by the square foot actually installed to the satisfaction of the Engineer.

## SECTION F

### ROUGH CARPENTRY AND FRAMING

#### 1. SCOPE

- A. This section includes all framing and rough carpentry, complete, as specified in section "Description of Work".

#### 2. APPLICABLE DOCUMENTS

- A. The following specifications and standards of the issues listed in this paragraph (including the addenda, amendments and errata listed), but referred to hereinafter by basic designation only, form a part of this specification to the extent required by the references thereto.

##### 1. Federal:

FF-B-561c	Bolts, Screw Lag
FF-B-575c	Bolts, hexagon and square
FF-B-588c (1)	Bolts, toggle; and expansion sleeve, screw
FF-N-103c	Nails (small) and tacks; cut
FF-N-106b (2)	Nails, wire, brads, and staples
FF-S-325 (3)	Shields, expansion; nail expansion; and nail, drive, screw (devices, anchoring, masonry)
MM-L-751h	Lumber; softwood
UU-B-790a	Building paper, vegetable fiber; (kraft, waterproofed, water repellant and fire resistant)

##### 2. Other Government Documents:

PS 1-74	Construction and industrial plywood
PS 20-70	American Softwood Lumber Standard

##### 3. Non-Government:

National Forest Products Association - National Design Specification for Stress Grade Lumber and Its Fastenings 1973 Edition.

4. American Plywood Association (APA) - Plywood Construction Guide, latest edition.

#### 3. GENERAL REQUIREMENTS

- A. Deliver, storage, and protection: Materials shall be delivered to the site in an undamaged condition. Materials shall be carefully stored off the ground to provide proper ventilation, drainage, and protection against dampness. Defective and/or damaged materials shall be replaced by the Contractor at no expense to the Authority. Work damaged or exposed by the removal of existing work shall be repaired with new materials and the finish shall conform to the existing adjoining work.

B. Grading:

1. Lumber - Each piece of framing and board lumber, or each bundle of small pieces of lumber, shall be identified by the grademark of a recognized association or independent inspection agency using the specific grading requirements of the association recognized as covering the species used. Such association or independent inspection agency shall be certified by the Board of Review, American Lumber Standards Committee, to grade the species used.
2. Plywood - Each sheet of plywood shall bear the mark of a recognized association or independent inspection agency that maintains continuing control over the quality of the plywood. The mark shall identify the plywood by species group or identification index, glue type, grade, and compliance with Product Standard PS 1.

C. Sizes of lumber shall conform to Commercial Standard PS 20 or Specification MM-L-751 for dressed sizes of yard and structural lumber. All lumber shall be surfaced four sides. Sizes of framing lumber and board lumber specified hereinafter are given by nominal size unless otherwise specified.

D. Moisture content: The moisture content of lumber at the time of delivery to the job site shall be as follows:

1. Framing lumber 2 inches and less in thickness: 19 percent maximum.
2. Boards: 19 percent maximum.
3. Framing lumber over 2 inches thick: 25 percent maximum.

E. Preservative treatment: The following items shall be preservative treated.

1. Wood sills, soles, plates, furring and sleepers that are less than 24 inches from the ground: all wood members that are set into, or in contact with concrete or masonry, except plates for rafters and for joists above first floor, joists fire-cut and framed into masonry, and furring on interior concrete or masonry walls and partitions.
2. Nailers, edge strips, crickets, curbs, and cants for roof decks.

F. Preservative shall be pentachlorophenol or water-borne salts ACA, CCA - Type A, CCA - Type B, CZC or CuCZA listed in Table 1 of AWPB Standard LP-2. Lumber and woodwork that may be in contact with plaster and gypsum board shall not be treated with oil-borne preservatives.

1. Methods of treatment - The following methods shall be used:
  - a. Pressure treatment shall be in accordance with the applicable requirements of AWPB Standards LP-2, LP-3, and LP-4.
  - b. Non-pressure or vat treatment may be used in lieu of pressure treatment for material one-inch and less in nominal thickness (excluding plywood), and shall be by an approved vat process which will secure complete penetration.

#### 4. MATERIALS

- A. Stress-grade lumber shall be any of the species and grades listed in the National Forest Products Association's "National Design Specification for Stress Grade Lumber and Its Fastenings" that have allowable unit stresses equal to, or greater than 1200 psi design unit stresses. Stress-grade lumber shall be provided for all beams, joists, rafters, and bearing partitions.
- B. Non-stress lumber for non-structural framing, bucks, nailers, cant strips, etc., shall be a Standard Grade of any of the species listed in the National Forest Products Association's "National Design Specification for Stress Grade Lumber and Its Fastenings". Finger-jointed lumber shall be considered as a solid piece and shall be graded under the rules applying to lumber without finger joints. Lumber shall be marked as finger-jointed material. The quality of the joint shall be determined under the certification procedures of the grading association.
- C. Plywood shall conform to Product Standard PS-1. All plywood shall bear the identification of an approved testing and inspection agency as to type and grade, species of veneer or identification index, and product standard under which the material was manufactured. Plywood materials and installation shall conform to the applicable requirements of the APA Plywood Construction Guide, except where specifically indicated otherwise or specified otherwise herein.
  1. Plywood for roof and mansard sheathing shall be Standard Grade with exterior glue, except that where edges or underside are exposed to the weather, plywood shall be exterior grade C-C. Minimum thickness shall be 1/2 inch and Identification Index shall be 24/0 or greater.
- D. Building paper shall conform to Specification UU-B-790, Type I, Grade D, Style 1.
- E. Rough hardware, unless otherwise specified, shall be of the type and size necessary for the project requirements. Sizes, types, and spacing of fastenings of manufactured building materials shall be as recommended by the product manufacturer unless otherwise indicated or specified. Rough hardware exposed to the weather, or embedded in, or in contact with exterior masonry, concrete walls or slabs shall be zinc coated.

## 5. INSTALLATION

- A. Framing lumber and other rough carpentry shall be fitted closely, set accurately to the required lines and levels, and shall be secured in place in a rigid and substantial manner. Framing members shall not be spliced between bearing points. Joists, rafters, and purlins, shall be set with their crown edge up. Members shall be framed for the passage of pipes, conduits, and ducts; structural members shall not be cut, bored, or notched for the passage of pipes or conduits without prior approval. All members damaged by such cutting or boring shall be reinforced by means of specially formed and approved sheet metal, or bar steel shapes, or removed and provided new, as directed. All framing members shall be provided to match existing framing and as necessary for the proper completion of the work. Spiking, nailing, and bolting shall be done in an approved manner; spikes, nails, and bolts shall be of the proper size and care shall be taken so as not to split the members. Members shall be drilled accurately for bolting; suitable washers shall be provided under heads; and nuts and bolts shall be drawn up tight. A clearance of not less than 2 inches shall be provided between chimneys and wood framing; and the spaces shall be filled with strips of asbestos board, or other approved noncombustible material. Leveling of joists, beams and girders on masonry and concrete shall be done only with slate or steel shims. Shimming will not be permitted on wood or metal bearings.
1. Sills shall be set level and square and shall be wedged with steel or slate shims and pointed or grouted with 1 to 3 non-shrinking cement mortar to provide continuous and solid bearing. Sizes and spacing of anchor bolts shall be not less than 5/8 inch diameter and not less than 24 inches long, and shall be provided at all corners and splices, and shall be spaced at a maximum of 6 feet on centers between corner bolts. At least two bolts shall be provided for each sill member. Sills shall be lapped at corners and splices, and shall be bolted through the laps, or the ends shall be butted and through-bolted not more than 6 inches from the ends. Bolts in exterior walls shall be zinc-coated.
  2. Anchors in masonry - Anchor bolts shall be embedded not less than 15 inches in masonry unit walls and shall be provided with a nut and a 2-inch diameter washer at bottom end. Bolts shall be fully grouted with mortar.
- B. Beams and girders shall be set level, in alignment, and shall be anchored to bearing walls, piers, or supports with U-shaped steel strap anchors. Anchors shall be embedded in concrete or masonry at each bearing and through-bolted to the beams or girders with not less than two bolts. Strap anchors shall be 1/4 inch thick by 1-1/2 inches wide, and the bolts shall be not less than 1/2 inches in diameter, provided with plate washers under heads and nuts. Beams and girders shall have 8 inches minimum end bearing on

walls or supports. Beams and girders, the ends of which are built into walls, shall have a 1/2-inch clearance at the top, end and sides. Joints and splices shall be bolted or spiked together and shall occur over bearings only.

- C. Joists shall be of the sizes and spacing to match existing and shall be set accurately and in alignment. Floor and ceiling joists shall be of uniform width. Joists shall have full bearing on sills, plates, beams, and girders. Laps shall occur over bearings only and shall be spiked. Joists of insufficient length to provide a 12 inch lap shall be butted over the bearing, and shall be provided with wood scabs 2 inches thick by depth of joists by 24 inches long, or 1/4 inch by 1-1/2 inch metal straps not less than 18 inches long, nailed to each joist with not less than two 10 penny nails or approved sheet metal connectors installed in accordance with the manufacturer's recommendations. Joists built into masonry shall be provided with a beveled fire cut so that the top of the joist does not enter the wall more than one inch. Joists framing into the side of headers, beams, or girders shall be carried on metal hangers. The minimum joist end bearing shall be 4 inches, and joists built into masonry shall have 1/2 inch minimum clearance at the top, end, and sides. Joists approved to be notched for the passage of pipes or conduits shall be notched in the end one-third of the span only, a maximum of one-sixth the joist depth. Steel joist hangers of approved size and type shall be provided to receive the ends of all framed joists.
- D. Bridging shall be provided for floor and ceiling joists and for rafters of roofs having slopes of less than 4 inches in 12 inches. Bridging shall be located to match existing and as specified herein. Bridging shall be provided for all spans greater than 6 feet, but the maximum spacing between rows of bridging shall not exceed 8 feet. Rows of bridging shall be uniform. Metal or wood cross-bridging shall be provided except where solid bridging is required. The bottom end of cross-bridging shall not be nailed until the subfloor has been laid.
  - 1. Wood-cross bridging shall be not less than 1 by 3 inches. Wood cross-bridging shall be nailed at each end with two 8-penny nails.
  - 2. Metal cross-bridging shall be the manufacturer's standard product, not less than 16 gauge before forming and coating. Metal bridging shall be the compression type, lodged into or nailed to the wide faces of opposite joist at points diagonally across from each other near the bottoms and tops of joists.
- E. Subflooring:
  - 1. Wood board subflooring shall be 5/8" Standard Grade Plywood. End joints shall be cut parallel to and over center lines of the joists, and shall be staggered so that those joints occurring on

the same joist will be separated. Flooring shall be nailed at each bearing with 8-penny coated common nails or 7-penny threaded nails. At least 1/2 inch clearance shall be provided between subflooring and masonry walls.

2. Plywood subflooring shall be applied best side up, with the grain of outer plies at right angles to joists. End joints shall be located over the center line of joists. Plywood panels shall be continuous over two or more spans.

F. Wall Framing:

1. Studs shall be selected for straightness, and set plumb, true, and in alignment: studs shall be bridged horizontally to match existing, with nominal 2 inch thick material of the same width as studs; the bridging shall be installed flat. Sizes and spacing of studs to match existing. Studs shall be doubled at jambs and heads of openings, and tripled at corners to form corner posts. Corner posts shall be framed to receive sheathing. Openings over 4 feet in width shall be framed to receive sheathing. Openings over 4 feet in width shall be trussed over or a header of sufficient depth may be used. Studs shall be toe-nailed to sills or sole plates, with not less than two 10-penny nails on each wide face, or fastened with approved metal nailing clips or connectors. Studs abutting concrete or masonry walls shall be anchored thereto at mid-height of each story using expansion bolts or powder-actuated drive studs.
2. Plates for walls and partitions shall be of the same width as the studs and shall form continuous horizontal ties; single plates shall be spliced, and the ends of double plates shall be staggered. Sole plates shall be single, nominally 2 inches thick, and cap or top plates shall be doubled in walls and bearing partitions, built up of two nominal 2 inch thick members. Top plates for non-bearing partitions shall be single of the same size as the studs. Lower members of doubled top plates and single top plates shall be nailed to each stud and corner post with two 16-penny nails. The upper members with 10-penny nails, two near each end and staggered 16 inches: nailed through the subfloor to each joist and header; nails shall be staggered. Plates cut for the passage of pipes or ducts shall be provided with steel angle as a tie for the plate and bearing for joist. Sole plates or walls and partitions resting on concrete floors shall be secured in place at each end and at intermediate intervals not exceeding 6 feet on centers with bolts into inserts or expansion shields, or secured with power-driven pins (studs) of suitable and approved type and size.
3. Fire stops shall be provided for wood framed walls and partitions, and for furred spaces of concrete or masonry walls, at each floor level, and at the ceiling line in the top story. Where fire stops are not automatically provided by the framing

system used, they shall be formed of closely fitted wood blocks of nominal 2 inch thick material of the same width as the studs or joists, as the case requires. Lightweight concrete units may be used at the first floor level to serve jointly as fire-stopping and ratproofing.

4. Diagonal bracing shall be provided at all external corners and internal angles, and at maximum 40 foot centers in stud walls, except that bracing may be omitted where wood sheathing is used. Bracing not indicated otherwise shall be of 1 by 6 inch material, dapped flush into the exterior face of studs. Bracing shall extend from top plates to sill at an angle of approximately 45 degrees, and shall be double nailed at each stud. When openings occur near corners, diagonal knee braces shall be provided, they shall extend from the corner post above headers to top plates, and from below window sills to the main sill. Bracing shall be fastened at each bearing with two 8-penny nails.



## SECTION G

### CARPENTRY AND MILLWORK

1. **MATERIAL and SCOPE OF WORK:** Contractor to remove all non bearing partitions, doors, windows and trim, stairs, beams, posts and flooring as shown on plans. Contractor to install, floor and ceiling joists, sub and finish hardwood flooring, thresholds, doors, windows, hardware, window and door locks, repair or replacement of stairs, baseboards, exterior and interior trim, kitchen cabinets, drop ceilings and all interior framing, paneling, closets, coat poles, furring, shelving, roof joists and sheathing as shown or specified.

Contractor to furnish all labor, material and equipment necessary, shown, described or implied on plans for carpentry, drywall, glass and glazing for windows and skylights.

#### A. Moisture Content:

- (1.) All lumber or Millwork shall be kiln dried or otherwise seasoned to a moisture content not to exceed the following:
  - (a.) Framing Lumber: 19 Percent at time of installation.
  - (b.) Boards wider than 8": 15 Percent at time of installation.
  - (c.) Exterior trim and Millwork: 14 Percent.
  - (d.) Interior trim, Woodwork and Softwood flooring: 10 Percent.
  - (e.) Hardwood flooring: 9 Percent.

#### B. Protective Treatment:

- (1.) Framing lumber below first floor level, up to and including sill plate, joist, header joist, girders, columns, sole plates, sub floor, wood sheathing, exterior stairs and railings, exterior decks, plates or sleepers in contact with concrete, shall be pressure impregnated to prevent attack by fungi or insects in strict accordance to recommended practices of the American Wood Preserver's Association and the latest edition of Federal Specifications TT-W-571.
- (2.) Protective treatment shall be as manufactured and application as specified by manufacturer.

#### C. Materials to be Furnished and Installed:

- (1.) Furnish and install the following items required to complete the Carpentry and Millwork.
  - (a.) Continuous wood nailers for attachment of flashing and other items of roof areas as may be required for the attachment of work of other trades.
  - (b.) Wood blocking attached to or imbedded in masonry, concrete and finished surfaces for attachment of other materials to these surfaces as required by other trades.
  - (c.) All rough hardware such as nails, screws, bolts, clips and other related items.
  - (d.) Cabinet and casework hardware.
  - (e.) Wood handrails.
  - (f.) Wood baluster, railings and stairs.

- (h.) Cabinets and casework where shown on the drawings, consisting of natural birch veneer plywood edge banded in solid birch for all wood exposed portions of cabinets and concealed shelves, solid birch front, fir plywood tops and back splashes with laminated plastic, vinyl or formica tops and edge bandings and clear pine bases.
- (i.) Wood framing, clear pine shelving and clothes poles in closets and where indicated on the drawings.
- (j.) All other items of carpentry or millwork and related work inferred or intended to make the work of this section complete.

D. Temporary Braces:

- (1.) The Contractor shall provide and maintain all temporary bracing required for window and door frames, sills and other work required and which is not specified as being provided under other sections of the specifications.

E. Workmanship and Quality Standards:

- (1.) Millwork and trim shall conform to design and detail as specified. Where practicable, work shall be finished and assembled at the mill.
- (2.) All millwork and trim shall be finished smooth and free from all machine and tool marks that will show through the finish. Nails used to fasten painted work will be set to receive putty.
- (3.) All joints will be tight and formed to conceal shrinkage. Miters four inches or more from heel to point shall be glued.
- (4.) Finish shall be made in as long lengths as possible and jointed where only solid fastenings can be made.
- (5.) No interior millwork shall be delivered until all wet work has been out of the building for at least 10 days. Heat shall be required, in cold weather, during these 10 days.
- (6.) Running finish shall have a minimum of splices and joints and where such splices and joints occur, they shall be fastened securely, and all exposed surfaces shall be smooth continuous planes.
- (7.) Reinforce members that are cut for passage of pipes, conduits and ducts.
- (8.) Install grounds, blocking, nailers and supports for fixtures. Use 2" x 4" solid blocking under edges and ends of plywood subflooring and decking.

F. Framing:

- (1.) Nail sole plates to concrete with masonry nails or anchor 48" maximum on centers with 3/8" round bolts. Set sole plates on 15# builder's felt paper.
- (2.) Use double studs at sides of openings, triple at corners. Space studs not more than 16" on centers.
- (3.) Use two (2" x 6") headers over openings up to 5' of clear span. Use two (2" x 8") headers from 5' to 7' of clear span. Use 2" x 10" headers from 7' to 9' of clear span. Use 2" x 12" headers from 9' to 11' of clear span.
- (4.) Brace exterior corners with 1" x 4" let into studs. Bridge joists and rafters with 1" x 3" diagonal bridging. Drive bottom nails after subflooring or decking has been laid. Install one row of bridging for each 8' or fraction of span.

2. Framing Lumber:

- A. Grades of lumber shall conform to grading rules of the manufacturer's association under whose rules the lumber is produced.
- B. All framing lumber shall be air dried and well seasoned.
- C. Beams and girders shall be "construction" grade Douglas fir, Eastern hemlock, or spruce unless otherwise noted.
- D. Floor joists, headers, ceiling joists, and rafters shall be "standard" grade Douglas fir, Eastern hemlock, or spruce unless otherwise noted.
- E. Studding, blocking, bridging, plates, and fire stops, shall be "utility" grade and better unless otherwise noted.
- F. Flooring joists to be set on sill and/or beams bearing at least 3". Spacing of joists shall not exceed 16" on center. Allowable spans for floor joists shall not exceed FHA minimum property standards or Boston Building Code standards.
- G. Boards for wall and roof sheathing and for subflooring and other uses where appearance is not a factor shall be 1" x 8" "utility grade and better unless otherwise noted. Nail boards with 8d common nails or 6d threaded nails, providing two nails in 4" and 6" boards and three nails in 8" boards.

3. Sheathing:

- A. Plywood for wall and roof sheathing shall be not less than 1/2" Douglas fir plywood of exterior or structural interior type. Installation shall be with outer plies at right angles to the studs or rafters.

Set horizontal and sloping members with crown side up. Set vertical members plumb. Cut framing square on bearing and fit closely.

4. Subflooring:

- A. Plywood for subflooring shall be not less than 5/8" Douglas fir plywood of exterior or structural interior type. Installation shall be with outer plies at right angles to the joist or subflooring.
- B. Nail plywood subfloor to joist at each bearing with 8d common or 6d threaded nails spaced 6" on center along all edges and 10" on center along intermediate members.
- C. Sub-flooring shall be: 3/4" tongue and grooved spruce (maximum 8" face) or 3/4" plywood construction grade.

5. Underlayment:

- A. Underlayment for resilient tile floors shall be 1/4" structural grade, interior or exterior type Douglas fir or 1/4" untempered hard board placed with smooth side up or as specified. Nail underlayment with cement coated rosin coated or ring grooved nails placed on 4" on center on all edges and over the face of each piece.

6. Stairs and Handrails:

- A. Stair carriages shall be cut from minimum 2" x 10" framing members, three per stair up to three rise over three rise no more than 18" on center. Treads for basement stairs shall be no less than 3/4" hard pine or fir. Treads for other interior stairways shall be 3/4" oak or 3/4" hard pine.

- B. Exterior wood steps shall be Douglas fir "C" grade vertical grain 3/4" thick. Risers shall be 3/4" thick. Stair carriages shall be cut from minimum 2" x 10"s, three per stair, and shall be supported on concrete footings.
  - C. Firestopping shall be of masonry or of wood not less than 1-1/2" thick.
  - D. Install wood handrails on at least one side of each flight of stairs exceeding two risers and around open sides of all stairs. All new handrails shall be of pine, solid birch or oak installed on metal wall brackets anchored securely to wall approximately 4' on centers.
7. Insulation and Siding:
- A. Building paper and felt shall weigh approximately fifteen pounds per 100 square feet, and shall be installed in accordance with manufacturer's recommendations under all exterior finish.
  - B. Insulation shall be mineral wool batts, fiberglass batts, or aluminum foil and shall be installed in accordance with manufacturer's recommendations in thicknesses as noted in Work Write Up.
  - C. Wood shingles shall be edge grain red cedar 18" or 24" long and random width. Shingles shall be nailed to sheathing with corrosion resistant nails of sufficient length to penetrate the sheathing. Nail approximately 1" above butt line of following course and use two nails in each shingle up to 8" wide and three nails in wider shingles, thread nails shall be used if sheathing is plywood. Maximum exposure 7-1/2" to weather for 18", 10" to weather for 24".
  - D. Wood bevel siding shall be 1/2" x 6" applied 5" maximum to the weather unless otherwise noted. Wood shall be vertical grain red cedar, Douglas Fir, or hemlock in "C" grade or better. Siding shall be nailed to each stud with corrosion resistant nails of a length that will provide at least 1" of penetration into the stud. Butt joints in siding shall occur over studs and joints in adjacent pieces shall be staggered. Fit siding tightly and neatly against all trim and molds. Siding when no corner boards are used, shall be mitered neatly at all corners.
  - E. Wood vertical siding shall be 3/4" minimum thickness in 4", 6", 8", or 10" widths as specified. Wood shall be redwood or red cedar, in A-Grade, T & G. Nail siding to blocking between studs spaced not more than 24" on center with corrosion resistant nails. Nails shall be long enough to penetrate at least 1" into blocking. Siding shall be nailed twice at every bearing and nails shall be well set.
  - F. Cement asbestos siding shall conform to applicable Federal Specifications and shall be minimum 1/8" thick X 8-3/4" or 12" width, in 24" or 48" lengths. Top lap shall be minimum of 1". Installation shall be in accordance with manufacturer's recommendations. Color and texture shall be as selected by owner.
  - G. Aluminum siding shall conform to applicable Federal Specifications in alloy and thickness. All siding shall be formed as to provide interlocking courses and all required accessories shall be furnished with the siding. Insulated siding, when specified, shall be composed of 8" aluminum lap siding laminated to rigid insulating core board with structural adhesives. All aluminum siding and accessories shall be installed in accordance with manufacturer's instructions. Aluminum nails shall be used throughout.
8. Exterior Cornices and Trim:
- A. Exterior trim, corner boards, and cornices shall be of a species suitable for its intended use, kiln dried #1 dimension, free from tool marks and other objectionable defects. Cornices to be repaired shall have all rotted or deteriorated parts removed and replaced with new parts matching original work. New cornices, moldings, and exterior shall be of stock material unless otherwise indicated on drawings or Work Write Up.
  - B. Wood gutters shall be #1 Douglas Fir 3" x 4" or 4" x 5" or as specified to allow proper drainage of roof area, nailed to each rafter with galvanized nails.

Windows: (Unless otherwise specified)

- A. Windows shall be of Kiln dried Ponderosa pine 1-3/8" minimum thickness. Frames, sill, sash, trim, and hardware shall match existing work in design and dimension unless otherwise specified.
- B. Set up window units to include sash, frame, sash or spring balances, jamb liners, and exterior casings completely assembled. Installation of window unit (after opening is readied with proper studding and shimming) shall match existing areas, both exterior and interior. Where new window does not fit existing opening, enlarging or filling of spaces shall match existing finishes. Slotted and tenon corner joints shall be pinned, and primed before installation.
- C. Combination storm window units shall be of clear pine 1-1/8" thick or of aluminum with interchangeable glazed and screen panels as specified in Work Write Up.
- D. Wood blinds and shutters shall be of aluminum or clear pine 1-1/8" thick of design as shown on drawings. Stock shutters including all necessary hardware shall be used unless otherwise specified.
- E. Screens shall be aluminum framed half screens with reinforced corners and aluminum wire of colored fiberglass screen cloth as specified. All operating sash to be weather stripped as specified.

Doors:

- A. All doors shall be as specified on plans or work write ups. Door frames shall be of clear pine 1-3/8" or 1-3/4" thick, rabbetted for doors and screens. Frames, sill, trim, and hardware shall match existing work in design and dimension unless otherwise specified. When "prehung" stock door units are specified, the term shall include doors, 1-3/4" minimum thickness for exterior openings and 1-3/8" thick (minimum) for interior openings all necessary hardware, and preservative treatment for exterior units. Glazing, screen and storm doors shall be as specified in Work Write Up.
- B. Transoms and sidelights shall be of clear pine 1-3/8" thick glazed with single strength B glass and shall match existing work in design and dimension unless otherwise specified.
- C. Combination doors shall be of clear pine 1-1/8" thick or of aluminum with interchangeable glazed and screen panels as specified in Work Write Up.
- D. Doors shall be 1-3/4" minimum thickness for exterior openings and 1-3/8" minimum thickness for interior or as specified in Work Write Up. Woods shall be Philippine Mahogany, birch, red oak, or No. 1 Ponderosa pine as specified in Work Write Up. Doors shall be of stock sizes and design unless Work Write Up calls for them to match existing doors or openings. Doors where required by the Work Write Up shall be taken to mean installation of jamb, casing (both sides), butt hinges, lock set, and door; and any required repairs to the adjoining surfaces. All woodwork and repaired adjoining surfaces to be finished as per Work Write Up. Where one hour fire doors are called for, solid wood flush doors, 1-3/4" thick equipped with self-closing hardware shall be used.
- E. Where specified, remove and replace exterior basement doors and frames. Doors are to be manufactured same as front exterior solid core doors with self closing devices. Replace frames with wood blocking of the proper size and anchored to foundations in a suitable manner. All exterior lumber in contact with masonry or concrete is to receive a pressure preservation treatment as here in after specified. Provide proper hardware for hingeing and locking these doors.
- F. All interior and exterior doors shall be promptly and securely fitted to openings. The top and bottom edges of all wood doors required to be undercut shall receive painter's finish after they have been fitted to their openings.

**ROOFING AND SHEET METAL**

1. **MATERIALS:** Roofing materials shall equal or exceed the following standards and shall be applied in strict accordance with the manufacturer's instructions. Roofing contractor to submit samples and application method for approval before commencing work. Contractor to submit color samples for selection by owner. All materials shall also comply with standard specs and tests of the American Society for Testing Materials current standard.
  - A. **ASPHALT SHINGLES:** Roofing shingles shall be asphalt impregnated felt coated both sides, and mineral granules applied over the side exposed to the weather. Shingles shall be three tab, self-sealing, minimum weight of 235 lbs/square, U.L. Type Class "C" laid with maximum exposure of 5".
  - B. **BUILT-UP ROOF:** Where built-up roofs are required roofing contractor shall inspect all surfaces before commencing work. Roofing over acceptable wood decks or insulation shall equal or exceed the following:
    - (1.) Layer Rosin-sized sheathing paper. 3 Plies (1 ply No. 30 and 2 plies No. 15) asphalt-saturated felt fully imbedded in bitumens applied approximately 20 lbs/square.
  - C. **ASBESTOS SHINGLES:** Shall be of asbestos cement not less than 1/8" thick.
  - D. **SLATE OR CLAY TILE SHINGLES:** Where exposed shall match as closely as possible in texture and color.
  - E. **ROLLED ROOFING:**
    - (1.) Rolled roofing shall be mineral surfaced (exposed side), asphalt impregnated roofing felt, approximate weight 90 lbs. square, U.L. Type Class "C". Underlayment, nailing, adhesives, and application shall be according to manufacturer's recommendations.
    - (2.) For wood decks with slopes of 2" to 4" per horizontal foot, roofing shall be applied over two layers of No. 15 asphalt-saturated felt lapped 19" and exposed 17". On slopes greater than 4" per horizontal foot apply roofing over a single underlayment of No. 15 asphalt-saturated felt, with all edges lapped not less than 2".
  - F. **METAL ROOFING AND CORNICES** shall be repaired with metal of type and gauge to match existing. Where exposed, repaired work shall be painted or otherwise treated to match old.
  - G. **NAILS:** Nails shall be 12 ga., 3/8" heads, galvanized roofing nails 2" long for use over existing materials and 1-1/2" long for new construction.
  - H. **INSTALLATION:**
    - (1.) As determined by the plans and specifications, existing roofs shall be restored by one of the following methods:
      - (a.) Roofs in good condition shall be restored by replacing missing or damaged shingles or roofing, matching existing materials.
      - (b.) Remove all existing roofing and felts of roof in poor condition. Remove and replace defective or rotted sheathing. Renail loose boards. Where existing sheathing has been applied with open spacing insert wood strips to make a smooth solid deck.

Remove all loose nails before applying any roofing materials.

- (c.) New roofing shall be laid over existing asphalt rolled roofings only if in reasonably good condition. Manufacturer's recommendations for roofing shall be followed.

## 2. FLASHING and GRAVEL STOPS:

A. SCOPE OF WORK: Apply watertight flashings at all intersections of roof with vertical surfaces, caves, rake edges, chimneys, roof drains, etc. Extend flashings up vertical surfaces at least 6" and horizontally over roof surfaces 4" minimum. Metal flashings shall be of corrosion resistant metals such as copper, galvanized metal, lead or zinc, installed in complete accordance with National Association of Sheet Metal Contractors Specifications.

### B. FLASHINGS:

- (1.) Copper Flashing shall weigh 16 ounces per square foot unless otherwise specified. Copper shall be lead coated both sides when so specified.
- (2.) Aluminum Flashing shall be .020" sheet aluminum unless otherwise specified.
- (3.) Fabric Flashing: Flashing for built-up roofs shall be: Asphalt Primer, 2 Plies No. 15 Asphalt-saturated felt, 1 Ply 90# mineral surface roofing felt. All plies set in steep asphalt or flashing cement. Top nail every 10" o.c. minimum.
- (4.) Plastic Flashing shall be a non-reinforced homogeneous waterproofed impermeable material composed of elastomeric substances which have been reduced to a thermoplastic state and extruded into a continuous sheet 5 X gauge specified.
- (5.) Galvanized Metal shall be 16 or 20 gauge as specified.
  - (a.) Repairs to existing flashings shall be with metal of type and gauge to match existing.
  - (b.) Dissimilar metals shall be protected from contact with each other by a heavy brush coat of zinc chromate and heavy brush coat of bituminous paint.
  - (c.) Aluminum shall be protected at contact with masonry, concrete and plaster by a heavy brush coat of alkali-resistant bituminous paint or clear Methacrylate lacquer.

### C. GRAVEL STOPS:

- (1.) Copper: 16 Ounces cold rolled copper, lead coated when specified.
- (2.) Aluminum: .032" or extruded, or stock design.
- (3.) Zinc Alloy: .027 Cornice temper Zinc Alloy.

## 3. GUTTERS AND LEADERS:

- A. Galvanized Steel shall be minimum .026 gauge low carbon galvanized steel including all accessories as hangers, hooks, and strainers. Leader 3" or 4" round or rectangular, corrugated including all accessories or as specified.
- B. Zinc Alloy shall be minimum .027 gauge with hanger spacing up to 18" on center. Leader 3" or 4" round or rectangular corrugated including all accessories or as specified.
- C. Aluminum shall be .025 gauge, leaders, .025 gauge 3" or 4" round or rectangular corrugated including all accessories or as specified.

- D. Copper shall be 16 ounces cold rolled copper, lead coated when so specified. Leaders 3" or 4" round or rectangular corrugated including all accessories or as specified.
  - E. Wood Gutters: See Carpentry Section.
  - F. Skylights shall be of metal and wire glass or metal and plastic constructed to keep water out and flashing water tight to adjoining work. Skylights shall be operable or with built in exhaust fan when so specified.
  - G. Shower Pan: See Plumbing Section.
  - H. The Contractor shall, when installing downspouts, clean the existing drains and tie in the new downspouts to the drains.
4. LAYING and WORKMANSHIP: The intent of this specification is to provide a completely watertight roof.
- A. New Installation: Built-up roofing shall be specified as to 10, 15, or 20 year bonded roof.
  - B. Where recoating of existing roof is called for in the Work Write Up, all flashings shall be checked out and made watertight; all bubbles in existing roof shall be cut out and secured and at least one coat of tar or asphalt and one ply of saturated felt shall be applied.
  - C. All shingled roofs shall be laid in strict accordance with the directions and specifications of the manufacturer of the shingles. Where repairs to existing shingle roofs are called for, all flashings shall be checked out and made watertight, defective shingles shall be removed and replaced. All work shall be done in accordance with best practices.
5. GUARANTEES:
- A. Where the Work Write Up specifically calls for a surety bond guarantee on the built up roofing, the Contractor shall issue such guarantee for period as specified.
  - B. The CONTRACTOR shall furnish the OWNER with a written guarantee to the effect that the CONTRACTOR will repair at his own expense any leaks or other defects that may appear in his work and make good any damage caused by these leaks or defects.



## SECTION I

### MISCELLANEOUS IRON AND STEEL

1. MATERIALS: Metals shall be free from defects impairing strength, durability, or of appearance and of best commercial quality for purposes specified.
  - A. Structural steel shall conform to the standard specifications of the ASTM, latest editions.
  - B. Cast iron shall be of soft gray iron.
  - C. Wrought iron shall conform to the standard specifications, ASTM, latest editions.
2. FABRICATION and ERECTION:
  - A. Concrete filled steel shell columns shall be as manufactured by the Lally Column Company or equal. Bases, caps, and accessories shall be included as required.
  - B. Fire Escapes shall conform to the Boston City Building Code for standard fire escapes (Section 1812 of Code) and shall be located, designed, and erected as indicated in the Work Write Up. All members of fire escapes shall be painted with one shop coat of rust-inhibiting paint before erection.
  - C. Lintels and other steel structural members shall be provided as called for in the Work Write Up or as necessary and shall be sized to carry the loads bearing upon them. Lintels shall have a minimum bearing of 4" at each end.
  - D. Steel stairs shall be fabricated and erected in conformity with the best practice for stair building. Stair work in place shall safely sustain a live load of 100 pounds per square foot, evenly distributed over its area.
  - E. Steel area walls at window locations shall be 16 gauge galvanized steel of size noted on drawings.
  - F. Iron pipe railings shall be of steel in size and design as shown on drawings.
  - G. Wrought iron railings shall be constructed of wrought iron bar stock in conformity with design as shown on drawings and shall be adequately secured in place and made rigid.
  - H. Steel windows shall be of rolled steel sections of stock sizes as noted in Work Write Up or as shown on drawings. Windows shall be installed with hardware and screening.
  - I. Ratproofing of doors and windows at or near grade shall be as follows:
    - (1.) Doors - install non-corrosive metal (minimum .026 gauge 8" wide) to base of door on exterior side.
    - (2.) Windows - install not less than .012 gauge non-corrosive wire, maximum opening 1/2". Wire to be installed on a separate frame and secured to existing window frame with hook and eye - two sides.

## SECTION J

### GLASS AND GLAZING

#### 1. MATERIALS and SCOPE OF WORK:

- A. Furnish and install all materials, labor, equipment and accessory items required to complete glazing of all sash, door panes, sidelights, transoms, view windows, etc., where indicated or specified.
- B. All glass for windows and doors shall comply with Federal Specifications DD-G-451. Glass shall be factory labeled to indicate quality and thickness. Maximum size of pane shall comply with manufacturer's recommendations. Glass panes exceeding 12 inches in least dimension shall be not less than double strength (.118 inch.) and a minimum "B" quality. Glass 12 inches or under shall be single strength clear glass "B" quality unless otherwise noted.
- C. Glazing compounds shall comply with the following Federal Specifications and Manufacturer's Directions:
  - (1.) Metal Sash - TT-GOO410c or TT-P-781a.
  - (2.) Wood Sash - TT-P-791a (Type I - pure linseed oil putty) (Type II - White Lead putty) (Type III - elastic glazing compound).
  - (3.) Caulking compound shall be a standard commercial brand with non-staining action which dries to a firm surface but remains elastic underneath. Consistency shall be for either hand or gun application.
- D. Glass for Skylights and for glazed openings in fire resistant construction shall be 1/4" wire glass.
- E. Mirrors shall be 1/4" electro-copper back plate glass.

#### 2. INSTALLATION:

- A. All sash must be clean and dry before glazing. Sash shall be primed as specified. To glaze sash, remove broken glass and glazing compound, scrape down to wood and apply coat of thin paint or linseed oil for priming. All sash shall be bedded, securely clipped with glazer points and face glazed in a neat manner. Glazing compound shall be smoothed tightly against glass to assure tight adhesions.
- B. All excess glazing compound shall be removed and all glass left clean.

## SECTION K

### PAINTING AND DECORATING

#### 1. MATERIALS and SCOPE OF WORK:

- A. All labor, materials, equipment and services necessary or incidental to completing all painting, decorating and wall papering are to be completed as shown or implied on plans and specifications.
- B. All materials used shall be the product of recognized reliable manufacturers.
- C. All paint and other finishing materials shall be of good quality and as manufactured by Martin-Senour, Pittsburg Plate Glass, Dupont, Sherwin-Williams, Benjamin Moore, or approved equal.
- D. All materials shall be delivered to the building in unopened original containers bearing the manufacturer's labels.
- E. All materials are to be used as specified by the manufacturer's label directions.
- F. Before proceeding with painting, color samples shall be shown to OWNER for his selection.
- G. The finish coat in kitchens and bathrooms shall provide a durable and washable surface.
- H. Wallpaper shall be as selected by OWNER under allowance listed in the general notes of the Work Write Up.

#### 2. PROTECTION:

- A. Furnish and lay drop cloths in all rooms and areas where painting and finishing is being done.
- B. Paint shall be mixed in suitable containers and all necessary precautions shall be taken to prevent fire.

#### 3. WORKMANSHIP:

- A. Exterior painting shall not be done in rainy, damp, or frosty weather or until the surface has thoroughly dried from the effects of such weather.
- B. Finished work shall be uniform, of approved, color, smooth, and free from runs, sags, defective brushing and rolling. Edges of paint adjoining other materials or colors shall be sharp and clean.
- C. Paint application shall consist of two coats (minimum) on old work; three coats on new, to all surfaces and visible edges. The top and bottom edges of new doors shall be covered with a minimum of one coat.
- D. Wallpaper shall be hung on Walls with all seams butted.

#### 4. SURFACE PREPARATION:

- A. Exterior wood shall be free of dirt and loose or peeling paint. Knots and sap streaks shall be covered with a thin coat of shellac. Nail holes and cracks shall be filled with putty after undercoat has been applied.
- B. Exterior Masonry shall be free of oil, grease, loose or peeling paint or other foreign matter. Defective or improper previous coatings must be removed by scraping or sand blasting. Surfaces previously painted with water emulsion, or water-thinned finishes should be thoroughly wire brushed. Masonry cracks shall be cleaned out and patched with mortar similar to the original surface and uniformly textured.

- C. Efflorescence shall be removed by scrubbing affected surfaces with a solution of muriatic acid, and rinsed with clear water and allowed to dry thoroughly.
- D. Metal surfaces shall be absolutely clean and dry, free from wax, oil, grease, or dried soap films. Metal surfaces shall be thoroughly cleaned with sandpaper or steel wool and thinner.
- E. Plaster, Wallboard, Wood, and Masonry: All oil, grease, or loose foreign matter shall be removed. Cracks and open joints shall be cut out and properly filled. All glossy surfaces shall be washed with a milk alkaline solution and rinsed thoroughly. All loose, blistered, or otherwise defective paint shall be removed and edges sanded smooth. Putty or spackle all nail holes, cracks, and other defects after prime coat has dried.
- F. Hardwood Floors: Contractor to sand floors down to original smooth surface or prepare existing, as specified. All floor surfaces to be smooth, clean, dry, with cracks, and holes, filled before application of finish. Floors to be finished with sealer and two coats of Fabulon or equal or as specified.

5. COMPLETION:

- A. At the completion of the work, all paint spots, and oil or grease stains shall be removed from floors, walls, ceilings, windows, and equipment, leaving their finishes in a satisfactory condition.
- B. Contractor shall repaint or retouch any areas which have been damaged during construction work or do not comply with the requirements of the specifications.

## SECTION L

### DAMPROOFING

1. **MATERIALS:** All materials shall comply with standard specifications and tests of the American Society for Testing Materials current standard.
  - A. Quick-Set Hydraulic Cement shall be standard commercial brand for stopping flow of water through holes and cracks in masonry and concrete.
  - B. Cement-Base Waterproofing shall be standard commercial brand for filling and sealing pores and voids in masonry surfaces against moisture penetration.
  - C. Asphalt Compounds shall be standard commercial brands for rendering masonry surfaces damp resistant.
  - D. Silicone Coatings shall be standard commercial brand for prevention of penetration of moisture into masonry or stucco surfaces.
2. **APPLICATION AND WORKMANSHIP:**
  - A. All surfaces shall be cleaned by approved methods prior to application.
  - B. All materials shall be applied in accordance with manufacturer's directions.
  - C. At the conclusion of the work, the CONTRACTOR shall remove all debris and work equipment and leave the premises in their original state of order.
3. **BASEMENT REPAIRS AND DAMPROOFING:**
  - A. Existing basements and crawl spaces shall be restored as required to comply with applicable codes. Crawl spaces shall be adequately ventilated and drained. Structural defects and excessive moisture or dampness in basements shall be corrected as herein specified. All waterproofing or damp-proofing materials shall be applied in strict accordance to manufacturers instructions.
  - B. Moisture or dampness in basements resulting in excessive condensation leakage of water through cracks or other openings or seepage of moisture through walls and floors shall be repaired by one or more of the following methods, as determined by the Construction Analyst:
    - (1.) Divert surface drainage from building by grading and provide adequate gutters, conductors, etc., for roof water, as specified.
    - (2.) Where extreme moisture conditions or hydrostatic pressure exists at foundation walls excavate exterior side of wall area and apply asphalt or coal-tar saturated fabric materials used in conjunction with coatings (hot or cold) of mastic or emulsions. Exterior waterproofings shall equal or exceed the following:
      - (a.) Asphalt emulsions shall comply with ASTM D-449, Type A, or F.S. SS-A-66.
      - (b.) Coal-tar pitch shall comply with ASTM D-450, or F.S. R-P-381.
      - (c.) Asphalt saturated felt for waterproofing shall comply with ASTM D-226 or F.S. HH-F-191.
      - (d.) Coal-tar pitch shall comply with ASTM D-227, or F.S. HH-F-201.
      - (e.) Volcaly bentonite as manufactured by American Colloid Co. or equal, as approved.

- (f.) Existing rough masonry walls requiring exterior waterproofing shall be given a leveling coat of cement mortar of 3/8" minimum thickness mixed one part Portland Cement to two and one-half parts clean, sharp sand. Before applying cement mortar all wall surface shall be cleaned and wetted, then scrubbed with a coat of Portland Cement and water. While still wet apply cement mortar.
- (g.) Where impractical to excavate exterior side of walls apply interior dampproofing or waterproofing coatings.
- (h.) Where seepage occurs at intersection of floor and wall cut a joint 2" in depth and fill with joint sealer compound hot tar, a mixture of tar and sand or equal, as approved by the Construction Analyst.
- (i.) Concrete floor severely cracked due to hydrostatic pressure shall be repaired by placing a new 2" thick concrete topping over the existing floor. Prior to placing topping remove existing floor around inside perimeter of exterior foundation walls and install perforated, porous, or open joint drain tile connected to existing drainage system. Drain tile shall be back-filled with fine screened gravel or crushed stone.
- (j.) Crawl spaces of dirt floor construction shall be covered with a vapor barrier, over the entire area.

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*J. L. G. & M. J. W.*

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